



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, OCTOBER 1, 2024 AT 6:00 PM**

- 1. MEETING CALLED TO ORDER**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**
 - 3.A Proclamation - National Fire Prevention Week
 - 3.B Proclamation - Domestic Violence Awareness Month
 - 3.C Employee of the Month for October
- 4. PUBLIC HEARINGS - FIRST AND SECOND READINGS**

- 4.A Public Hearing - Second and Final Reading - Proposed Ordinance #24-15 - Amending Land Development Code, Chapter 14-10-8, Dumpsters

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 14-10, SUBDIVISION AND SITE DESIGN; PUBLIC IMPROVEMENTS, 14-10-8, DUMPSTERS, PROVIDING REGULATIONS FOR DUMPSTERS LOCATED FIFTY FEET FROM A WATERBODY; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING AN EFFECTIVE DATE

- 4.B Public Hearing - First Reading - Proposed Ordinance #24-14 - Amending Land Development Code, Creating a Processing Fee

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA PART II CODE OF GENERAL ORDINANCES, CHAPTER 9 BUILDINGS AND BUILDING REGULATIONS, ARTICLE II ADMINISTRATION; AMENDING DIVISION 5 SECTION 9-126 BUILDING PERMITS; DIVISION 6 SECTION 9-146 MECHANICAL PERMITS; DIVISION 7 SECTION 9-173 PLUMBING PERMITS; DIVISION 8 SECTION 9-193 ELECTRICAL PERMITS; AND PART III LAND DEVELOPMENT CODE CHAPTER 14-3 DEVELOPMENT REVIEW BOARDS AND PROCEDURES SECTION 14-3-19 APPLICATION SUBMITTAL AND REVIEW, BY ADDING A PROCESSING FEE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

- 5. PUBLIC HEARINGS**
 - 5.A Public Hearing - Resolution to vacate a portion of the Mill Slough Road right-of-way located adjacent to 1630 Mill Slough Road, 1700 Mill Slough Road, 2402 Oak Mill Drive, & 2418 Quail Hollow Court- ABDN-24-0001
- 6. HEAR AUDIENCE**

Anything requiring a vote will be heard at a later time.
- 7. CONSENT AGENDA**

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

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

- 7.A Approval of City Commission Minutes from the September 17, 2024 meeting
- 7.B Modification to Lakefront Sovereignty Submerged Lands Fee Waived Lease
- 7.C Supplemental Agreement No. 2 for Connect Kissimmee Project
- 7.D Consent to Sub-Lease between Signature Aviation and Go Rentals
- 7.E Purchase of Real Property on Thacker Avenue
- 7.F Intergovernmental Transfer Agreement for Medicaid Managed Care Organization Payment Program
- 7.G State Housing Initiatives Partnership Owner-Occupied Rehabilitation Agreement between with the Osceola Council on Aging and Rosemary Holt for the property located at 1703 Smith Street
- 7.H Disposal of City Assets
- 7.I Change Order to Extend Completion Date for the Rehabilitation of 1124 Lindsay Way
- 7.J Tyler Software Service Agreement
- 7.K Award Oak Street Backstop renovations to MVB & Associates, Inc.
- 7.L Change Order No. 1 for Fire Station Mill Run Project
- 7.M Purchase of Solid Waste Garbage Trucks
- 7.N Purchase of annual budgeted computer equipment
- 7.O Settlement Agreement and Release Between City of Kissimmee, GB Skyview Kissimmee Phase I Owner, LLC and the heirs holding reversionary interest in three parcels on the Beaumont Property

8. DISCUSSION ITEMS

- 8.A Prospera Annual Presentation and Approval of the FY2024-2025 Agreement

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 - National Fire Prevention Week

Request

To present a proclamation to Fire Chief Walls from the Kissimmee Fire Department, in honor of Fire Prevention Week.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- National Fire Prevention Week 2024

Proclamation



NATIONAL FIRE PREVENTION WEEK

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

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

WHEREAS, home fires killed more than 2,700 people in the United States in 2022, according to the latest research from the nonprofit National Fire Protection Association (NFPA), and fire departments in the United States responded to more than 360,000 home fires; and

WHEREAS, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, Kissimmee's residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Kissimmee residents should test smoke alarms at least once a month; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, the 2024 Fire Prevention Week theme is "**Smoke alarms: Make them work for you.**" serves to remind us the importance of having smoke alarms in the home.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim October 6-12, 2024 as "**National Fire Prevention Week**" and urge all people to make sure their homes have working smoke alarms and to support the many public safety activities and efforts of Kissimmee's fire and emergency services.

IN WITNESS, THEREOF, this is signed this 1st day of October, 2024.


CITY MANAGER


MAYOR/COMMISSIONER



ITEM 3.B

Proclamation - Domestic Violence Awareness Month

Request

To present a proclamation to Tammy Douglas, Executive Director of Help Now, along with staff and the Domestic Violence Task Force.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- Domestic Violence Awareness Month 2024

Proclamation



DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, domestic violence is a serious crime that affects people of all races, ages, gender identities, and socioeconomic backgrounds, and has physical, emotional, financial, and social impacts that extend beyond the immediate victims to affect entire communities; and

WHEREAS, each year, millions of individuals, including children, experience physical, emotional, or psychological abuse by intimate partners or family members, often resulting in long-term trauma and health consequences; and

WHEREAS, survivors of domestic violence exhibit immense courage and resilience in facing the challenges of overcoming abuse, and their strength in rebuilding their lives deserves our recognition, respect, and continued support from our entire Osceola community; and

WHEREAS, preventing domestic violence requires a collaborative effort involving law enforcement, medical professionals, educators, advocates, community organizations, and local government to provide comprehensive support, education, and services to survivors; and

WHEREAS, we recognize the need for increased public awareness and education regarding the signs of domestic violence, the resources available to survivors, and the importance of fostering a culture of respect, nonviolence, and equality; and

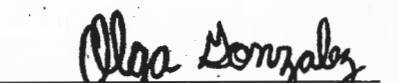
WHEREAS, this month provides an opportunity to honor the efforts of those who work tirelessly to support and advocate for survivors, such as Help Now of Osceola and the Osceola County Domestic Violence Task Force, as well as to remember those whose lives have been tragically changed or lost due to domestic violence; and

WHEREAS, by observing Domestic Violence Awareness Month, we affirm our commitment to breaking the silence surrounding domestic violence, offering support to survivors in the City of Kissimmee, and dedicating ourselves to creating a safer, more just, and compassionate community for all; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of October 2024 as "**National Domestic Violence Awareness Month**" and call upon the citizens of our community to join us in working towards the elimination of personal and institutional violence against all persons.

IN WITNESS, THEREOF, this is signed this 1st day of October, 2024.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.C

Employee of the Month for October

Request

That the Commission join the City Manager recognizing Angel Cruz of the Public Works & Engineering Department as the Employee of the Month for October.

Explanation

The City is pleased to honor Angel Cruz as the employee of the month for October. Angel has been with the City for 3 years and currently serves as a Facilities Tradesworker for the Public Works & Engineering Department.

Angel has consistently demonstrated a dedication and a commitment to excellence in his role. He is known for going above and beyond to complete tasks efficiently and with precision. His willingness to assist coworkers whenever needed has made him an invaluable member of the team, and his speed and thoroughness are consistently appreciated by colleagues. In addition to his great work ethic, Angel brings a friendly attitude and positive energy to the workplace.

His upbeat demeanor makes him approachable and fosters a positive work environment for everyone around him. Angel's hard work, dedication, and infectious positivity make him truly deserving of this recognition as Employee of the Month. For these reasons and more, the City would like to recognize Angel Cruz.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

Public Hearing - Second and Final Reading - Proposed Ordinance #24-15 - Amending Land Development Code, Chapter 14-10-8, Dumpsters

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 14-10, SUBDIVISION AND SITE DESIGN; PUBLIC IMPROVEMENTS, 14-10-8, DUMPSTERS, PROVIDING REGULATIONS FOR DUMPSTERS LOCATED FIFTY FEET FROM A WATERBODY; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith, AND PROVIDING AN EFFECTIVE DATE

Request

Request approval of the Second and Final Reading of Proposed Ordinance #24-15, amending the Land Development Code, Chapter 14-10-8, Dumpsters, providing for regulations for dumpsters located fifty feet from a body of water.

Explanation

The City Commission found that garbage and refuse from commercial dumpsters are often not adequately contained in the dumpster, which results in the city's waterways and other bodies of water being polluted with trash. For the health and safety of the citizens and to protect local wildlife and the environment, it is necessary to provide regulations to help mitigate this type of pollution. The code shall be amended to state that dumpsters located within fifty (50) feet of a body of water must be completely enclosed. Placement of new dumpsters located within fifty (50) feet of a body of water shall be prohibited unless it is below ground or Nord containers are being utilized. Existing dumpsters located fifty (50) feet from a body of water must be completely covered with a lid at all times.

Recommendation

Recommend approval of the Second and Final Reading of Proposed Ordinance #24-15, amending the Land Development Code, Chapter 14-10-8, Dumpsters, providing for regulations for dumpsters located fifty feet from a body of water.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services

Presenter: Craig Holland

Attachment(s):

1. (S) Proposed Ordinance #24-15 _ DUMPSTERS
2. Legal Publication Affidavit - Proof of Publication

PROPOSED ORDINANCE NO: 24-15

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 14-10, SUBDIVISION AND SITE DESIGN; PUBLIC IMPROVEMENTS, 14-10-8, DUMPSTERS, PROVIDING REGULATIONS FOR DUMPSTERS LOCATED FIFTY FEET FROM A WATERBODY; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that garbage and refuse from commercial dumpsters are often not adequately contained in the dumpster and result in the city's waterways, including lakes, streams, ponds, and canals, being polluted with trash and debris; and

WHEREAS, the City Commission finds it necessary to establish regulations that mitigate this type of pollution getting into the waterways to protect the health, safety, and welfare of the citizens of Kissimmee and to protect local wildlife and the environment.

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

SECTION 1. RECITALS. The forgoing recitals are hereby ratified and confirmed as being true and correct and hereby made a part of this Ordinance.

For purposes of changes to the text of the Code of Ordinances as set forth below, underlined words indicate additions to existing text, and ~~stricken~~ words indicate deletions from existing text.

SECTION 2. AMENDMENT. Chapter 14, Section 14-10, of the Code of Ordinances of the City of Kissimmee, Florida, titled, Subdivision and Site Design; Public Improvements, is hereby amended as follows:

14-10-8. -Dumpsters.

A. *Below ground/Nord easy containers.* City-approved below-ground dumpsters shall be required for multi-family and townhome subdivisions and projects located within the Downtown Kissimmee CRA area. The public works director may provide an exemption to this requirement if it is determined that below-ground dumpster service cannot be provided.

B. *Below ground installation.* For all below-ground dumpster, the city will provide the containers; however, the property owner is responsible for installing the dumpster according to city specifications.

C. *Concrete pad.* Above-ground dumpsters require a minimum four-inch-thick concrete pad to accommodate the dumpster. The property owner may opt for a concrete pad that can accommodate a waste and recycling dumpster or shall provide two pads, one accommodating waste and the other recycling.

D. *Enclosures.* Dumpster enclosures shall be a minimum of six feet in height and shall be made of a finished, maintenance-free material such as brick, split-faced masonry block, textured concrete, or similar materials, which shall be consistent with the architectural style of the building(s) on-site. Dumpsters and enclosures shall not be located between any building façade and adjacent street, except lots with three or more street frontages, the dumpster and enclosure shall be located in the rear of the lot behind the façade of the building. A solid gate made from pressure-treated wood or metal shall be installed on the enclosure and shall remain closed at all times. Chain link is not permitted. Where provided, the dumpster shall remain within the enclosure at all times. Enclosures are not required around underground refuse collection systems. Dumpsters located within fifty (50) feet of a lake, pond, canal, creek, or similar waterway must be completely enclosed.

E. *Trash Cans.* Trash cans utilized for curbside pick-up shall be stored out of public view. A fence, wall, or shrubs may be used for screening.

F. *Locations Near Waterbodies.* Placement of new dumpsters within fifty (50) feet of a lake, pond, canal, creek, or similar waterway shall be prohibited unless below ground or Nord easy containers are utilized. Existing dumpsters located within fifty (50) feet of a lake, pond, canal, creek, or similar waterway shall be completely covered with a lid at all times.

SECTION 3. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Commission that the invalidity will 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 declared severable.

SECTION 4. CONFLICTS. All Ordinances in conflict herewith are hereby repealed.

SECTION 5. EFFECTIVE DATE. This Ordinance takes effect upon passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2024.

Olga Gonzalez, Mayor-Commissioner

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Deidre Stevens-DiGiovanni, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Sep. 12, 2024

Notice ID: TemTh7fo3hjbGOkYQnKq

Notice Name: COK*PROP ORD 24-15 - Dumpster Reg/Amendments

PUBLICATION FEE: \$69.36

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Deidre Stevens-DiGiovanni

Agent

VERIFICATION

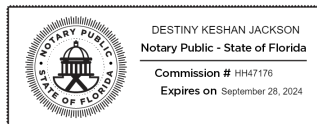
State of Florida
County of Duval

Signed or attested before me on this: 09/16/2024

Destiny K. Jackson

Notary Public

Notarized remotely online using communication technology via Proof.



**NOTICE OF PUBLIC HEARING
AND SECOND READING**

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, September 17, 2024, 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, October 1, 2024, 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 # 24-15

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 14-10, SUBDIVISION AND SITE DESIGN; PUBLIC IMPROVEMENTS, 14-10-8, DUMPSTERS, PROVIDING REGULATIONS FOR DUMPSTERS LOCATED FIFTY FEET FROM A WATERBODY; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT 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 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
September 12, 2024

ITEM 4.B

Public Hearing - First Reading - Proposed Ordinance #24-14 - Amending Land Development Code, Creating a Processing Fee

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA PART II CODE OF GENERAL ORDINANCES, CHAPTER 9 BUILDINGS AND BUILDING REGULATIONS, ARTICLE II ADMINISTRATION; AMENDING DIVISION 5 SECTION 9-126 BUILDING PERMITS; DIVISION 6 SECTION 9-146 MECHANICAL PERMITS; DIVISION 7 SECTION 9-173 PLUMBING PERMITS; DIVISION 8 SECTION 9-193 ELECTRICAL PERMITS; AND PART III LAND DEVELOPMENT CODE CHAPTER 14-3 DEVELOPMENT REVIEW BOARDS AND PROCEDURES SECTION 14-3-19 APPLICATION SUBMITTAL AND REVIEW, BY ADDING A PROCESSING FEE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Request

Request approval to amend the Land Development Code by creating a processing fee that will be applied to all credit card and e-check transactions conducted within the Development Services Department.

Explanation

When an applicant applies for a project or permit within the Development Services Department and pays by credit card or e-check (electronic), not all the fees are paid by that individual. When a credit card is used, credit card companies charge a percentage, better known as a surcharge, to conduct these transactions. In some instances, this can be tens of thousands of dollars monthly. When this occurs, the City has to pay this surcharge.

Due to the overwhelming amount of customers now paying by credit card or e-check, these surcharges are averaging \$25,000 monthly, which the City has to pay. Because the City is not recouping surcharge costs, it has to pay these surcharges at the taxpayers' expense. Therefore, this amendment will create a processing fee to require all customers to pay their payment processing costs when applying for a proposed project or permit within the Development Services Department.

All customers will still have the option to pay in cash or non-e-check (in person) and not pay surcharges.

The City will not be making revenue off this fee, it will simply pay for a cost currently not covered by fee revenues.

Recommendation

Recommend approval of the First Reading of Proposed Ordinance #24-14, amending the Land Development Code, creating a processing fee.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Doug Etheredge

Attachment(s):

City of Kissimmee

1. City Commission Ad
2. Proposed Ordinance 24-14

**Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida**

Sold To:

City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL, 34741

Bill To:

City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL, 34741

**State Of Florida
County Of Orange**

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized
representative of the ORLANDO SENTINEL, a DAILY newspaper
published in ORANGE County, Florida; that the attached copy of
advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on Sep 12, 2024.

Affiant further says that the newspaper complies with all legal requirements
for publication in Chapter 50, Florida Statutes.



Signature of Affiant

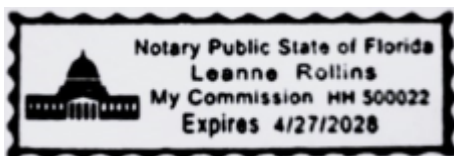
Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 13 day of September, 2024,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7694600

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CITY OF KISSIMMEE NOTICE OF PUBLIC HEARING

The City of Kissimmee proposes to adopt the following ordinance as described below. A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the First Reading of the proposed ordinance on **Tuesday, October 1, 2024 at 6:00 p.m.** or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

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#24-14 Processing Fee Ordinance: AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA PART II CODE OF GENERAL ORDINANCES, CHAPTER 9 BUILDINGS AND BUILDING REGULATIONS, ARTICLE II ADMINISTRATION; AMENDING DIVISION 5 SECTION 9-126 BUILDING PERMITS; DIVISION 6 SECTION 9-146 MECHANICAL PERMITS; DIVISION 7 SECTION 9-173 PLUMBING PERMITS; DIVISION 8 SECTION 9-193 ELECTRICAL PERMITS; AND PART III LAND DEVELOPMENT CODE CHAPTER 14-3 DEVELOPMENT REVIEW BOARDS AND PROCEDURES SECTION 14-3-19 APPLICATION SUBMITTAL AND REVIEW, BY ADDING A PROCESSING FEE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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)

KEEPING OUR COMMUNITY INFORMED



We trust the Orlando Sentinel to keep us informed about public meetings having to do with our local schools and community. We make sure to read those notices in the Classified section.

Legal Notices are published in the Orlando Sentinel, on OrlandoSentinel.com and on FloridaPublicNotices.com.
FloridaPublicNotices.com is a database of legal notices published in newspapers throughout the state of Florida.

PROPOSED ORDINANCE NO. 24-14
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA PART II CODE OF GENERAL ORDINANCES, CHAPTER 9 BUILDINGS AND BUILDING REGULATIONS, ARTICLE II ADMINISTRATION; AMENDING DIVISION 5 SECTION 9-126 BUILDING PERMITS; DIVISION 6 SECTION 9-146 MECHANICAL PERMITS; DIVISION 7 SECTION 9-173 PLUMBING PERMITS; DIVISION 8 SECTION 9-193 ELECTRICAL PERMITS; AND PART III LAND DEVELOPMENT CODE CHAPTER 14-3 DEVELOPMENT REVIEW BOARDS AND PROCEDURES SECTION 14-3-19 APPLICATION SUBMITTAL AND REVIEW, BY ADDING A PROCESSING FEE; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA AS FOLLOWS:

SECTION 1. The City's Code of Ordinances, Part II, Chapter 9, Building and Building Regulations, Article II, Administration, Division 5, Building Permits is hereby amended to add the following sections:

For purposes of changes to the text of the Code of Ordinances as set forth below, underlined words indicate additions to existing text, and stricken words include deletions from existing text.

§9-126 RESERVED PROCESSING FEE

A processing fee in accordance with the below table shall be applied to all credit card and echeck transactions conducted within the Development Services department.

<u>Use</u>	<u>Fee</u>	<u>Service %</u>	<u>Minimum</u>
<u>Payer Credit Card¹</u>		<u>3.95%</u>	<u>\$2.50</u>
<u>Payer eCheck Cost²</u>	<u>\$1.95</u>		
<u>eCheck Rejects³</u>	<u>\$5.00</u>		
<u>Credit Card Chargebacks⁴</u>	<u>\$15.00</u>		

¹Payer Credit Card Cost = Per card transaction with Visa, Mastercard, Discover and American Express.

²Payer eCheck Cost = Per electronic check transaction.

³eCheck Rejects = When an eCheck transaction is declined by the financial institution(.

⁴Credit Card Chargebacks = If a cardholder disputes a transaction with the card issuer (e.g. stolen card).

§9-146 RESERVED PROCESSING FEE

A processing fee in accordance with the below table shall be applied to all credit card and echeck transactions conducted within the Development Services department.

<u>Use</u>	<u>Fee</u>	<u>Service %</u>	<u>Minimum</u>
<u>Payer Credit Card¹</u>		<u>3.95%</u>	<u>\$2.50</u>
<u>Payer eCheck Cost²</u>	<u>\$1.95</u>		
<u>eCheck Rejects³</u>	<u>\$5.00</u>		
<u>Credit Card Chargebacks⁴</u>	<u>\$15.00</u>		

¹Credit Card Holder Cost = Per card transaction with Visa, Mastercard, Discover and American Express.

²eCheck Cost = Per electronic check transaction.

³eCheck Rejects = When an eCheck transaction come back as declined (e.g. bounced check).

⁴Credit Card Chargebacks = If a cardholder disputes a transaction at the card issuing bank (e.g. stolen card).

§9-173 RESERVED PROCESSING FEE

A processing fee in accordance with the below table shall be applied to all credit card and echeck transactions conducted within the Development Services department.

<u>Use</u>	<u>List Price</u>	<u>Service %</u>	<u>Minimum</u>
<u>Payer Credit Card¹</u>		<u>3.95%</u>	<u>\$2.50</u>
<u>Payer eCheck Cost²</u>	<u>\$1.95</u>		
<u>eCheck Rejects³</u>	<u>\$5.00</u>		
<u>Credit Card Chargebacks⁴</u>	<u>\$15.00</u>		

¹Payer Credit Card Cost = Per card transaction with Visa, Mastercard, Discover and American Express.

²Payer eCheck Cost = Per electronic check transaction.

³eCheck Rejects = When an eCheck transaction come back as declined (e.g. bounced check).

⁴Credit Card Chargebacks = If a card payer disputes a transaction at the card issuing bank (e.g. stolen card).

§9-193 RESERVED PROCESSING FEE

A processing fee in accordance with the below table shall be applied to all credit card and echeck transactions conducted within the Development Services department.

<u>Use</u>	<u>List Price</u>	<u>Service %</u>	<u>Minimum</u>
<u>Payer Credit Card¹</u>		<u>3.95%</u>	<u>\$2.50</u>
<u>Payer eCheck Cost²</u>	<u>\$1.95</u>		
<u>eCheck Rejects³</u>	<u>\$5.00</u>		
<u>Credit Card Chargebacks⁴</u>	<u>\$15.00</u>		

¹Payer Credit Card Cost = Per card transaction with Visa, Mastercard, Discover and American Express.

²Payer eCheck Cost = Per electronic check transaction.

³eCheck Rejects = When an eCheck transaction come back as declined (e.g. bounced check).

⁴Credit Card Chargebacks = If a card payer disputes a transaction at the card issuing bank (e.g. stolen card).

SECTION 2. The City's Code of Ordinances, Part III, Land Development Code, Chapter 14-3, Development Review Boards and Procedures, is hereby amended to add the following section:

§14-3-19 APPLICATION SUBMITTAL AND REVIEW.

A. *Fees.*

1. Development review fee schedule. A separate document containing the city's development application fees shall be approved by city commission.
2. Processing Fee. A processing fee in accordance with the below table shall be applied to all credit card and echeck transactions conducted within the Development Services department.

<u>Use</u>	<u>Fees</u>	<u>Service %</u>	<u>Minimum</u>
<u>Payer Credit Card¹</u>		<u>3.95%</u>	<u>\$2.50</u>
<u>Payer eCheck Cost²</u>	<u>\$1.95</u>		
<u>eCheck Rejects³</u>	<u>\$5.00</u>		
<u>Credit Card Chargebacks⁴</u>	<u>\$15.00</u>		

¹Payer Credit Card Cost = Per card transaction with Visa, Mastercard, Discover and American Express.

²Payer eCheck Cost = Per electronic check transaction.

³eCheck Rejects = When an eCheck transaction come back as declined (e.g. bounced check).

⁴Credit Card Chargebacks = If a card payer disputes a transaction at the card issuing bank (e.g. stolen card).

3. 2. Impact/mobility fees. The following impact/mobility fees will be required prior to the issuance of a building permit:
 - a. Recreation impact fees (see chapter 28, article III, division 2 of the Code of Ordinances);
 - b. Mobility fees (see chapter 9, article IX);
 - c. Educational system impact fees per the educational facilities interlocal agreement.
4. 3. Developer financing of public facilities. As specified in section [14-3-57](#), under certain circumstances where the public facility level of service would be exceeded, the applicant may be directly responsible for public facility improvements. Similarly, all development must be connected to central sewer and water; which may necessitate developer financing of trunk line extensions. If the applicant is required to construct improvements to meet

concurrency that would otherwise be covered by a required impact fee for that facility, the impact fee will be adjusted accordingly. This does not apply to site improvements.

SECTION 3. Severability. All ordinances or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Inclusion in the Code. It is the intention of the City Commission, entered as hereby ordained, that the provisions of this Ordinance shall become and be made a part of this Code of Laws and Ordinances of the City of Kissimmee, Florida; that the Section(s) of this Ordinance may be renumbered or re-lettered to accomplish this intention, and that the word "Ordinance" may be changed to "Section", "Article" or another word.

SECTION 5. Scrivener's Errors. The City Attorney may correct the scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the City Clerk.

SECTION 6. Effective Date. This Ordinance shall take effect immediately upon its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this 15th day of October, 2024 .

Mayor - Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

ITEM 5.A

Public Hearing - Resolution to vacate a portion of the Mill Slough Road right-of-way located adjacent to 1630 Mill Slough Road, 1700 Mill Slough Road, 2402 Oak Mill Drive, & 2418 Quail Hollow Court- ABDN-24-0001

Request

Approval of a resolution to vacate 0.67 acres, more or less, of right-of-way located adjacent to 1630 Mill Slough Road, 1700 Mill Slough Road, 2402 Oak Mill Drive, & 2418 Quail Hollow Court that has a Single Family Residential (RA-1), Community Facilities (CF), Single Family Residential (RA-3), and Mixed Use Planned Unit Development (MUPUD) Zoning designations.

Explanation

This item was continued from the September 17, 2024 City Commission meeting. This is a City initiated vacation/abandonment request. This proposed vacated/abandoned portion of the Mill Slough right-of-way is located behind the perimeter fence of private property at 1630 Mill Slough Road, 2418 Quail Hollow Ct and Mill Creek Elementary School located at 1700 Mill Slough Road. The proposed areas are being privately maintained by the property owners. The width of the proposed vacation/abandonment varies and the length is approximately 1,300 linear feet. The existing sidewalk is outside of the perimeter fence of the private properties, is not part of this request, and will remain as part of the Mill Slough Road right-of-way. No objections were received for this right-of-way vacation/abandonment by any utility providers. Public comment received is included within the attachments. The dedication of easements within the vacated area will be required for existing utilities and infrastructure.

The easternmost portion of the Mill Slough right-of-way was created with the approval of the Quail Hollow Phase Two subdivision plat at the August 3, 1993 City Commission meeting. The Quail Hollow Phase Two plat also created the 2418 Quail Hollow Ct. lot, and as such, under Florida Law the vacated portion of the right-of-way located east of the school property will revert to 2418 Quail Hollow Ct. The adjacent 2402 Oak Mill Drive lot was created in 2000 with the approval of the Oakbrook Estates plat at the June 27, 2000 City Commission meeting, long after the right-of-way was established.

At the August 7, 2024 Planning Advisory Board (PAB) meeting, the board made a motion to modify the staff recommendation to exclude all ROW property north of the fence lines from the vacation. In addition, the PAB made a separate recommendation by a vote of 4-0 during the PAB discussion to construct a missing sidewalk segment within the remaining Mill Slough ROW. Staff is recommending to the City Commission not to construct a sidewalk at this time. Based on the Florida Department of Transportation (FDOT) cost-per-mile model, the rough estimate is \$10,000.00 which excludes any safety, structural, drainage upgrades or improvements. The construction of any sidewalks should be deferred until there is a full ROW needs assessment and cost estimate completed and a funding source(s) is identified.

FINDINGS AND REASONS:

1. Removal of the rights-of-way or easements does not have an impact or effect on the roadway network and will result in no net loss of connectivity within the City's Multimodal Transportation District (MMTD).
2. Consistent with applicant justification; future development; emergency responses; city services; and other Land Development Code documents.

3. Compliance with Land Development Code Sections 14-3-47 Vacation and Abandonment of Rights-of-Way and Easements, procedures, requirements, and criteria for right of way and easement vacation requests.

Recommendation

STAFF RECOMMENDATION:

The staff recommendation is to adopt a resolution to vacate a portion of the Mill Slough right-of-way, subject to the conditions listed below.

The Development Review Committee (DRC) recommended approval on June 4, 2024, subject to conditions.

CONDITIONS:

1. Easements must remain over the vacated portion of right-of-way and must be provided with a final plat or by a separate legal instrument(s).
2. Defer the construction of a sidewalk until there is a full ROW needs assessment and cost estimate completed and funding is attained for a roadway improvement plan.

PLANNING ADVISORY BOARD RECOMMENDATION:

The Planning Advisory Board (PAB) approved a motion to modify the staff recommendation by a vote of 3-1 on August 7, 2024 to exclude all ROW property north of the fence lines from the vacation.

In addition, the PAB made a separate recommendation by a vote of 4-0 during the PAB discussion to construct a sidewalk within the remaining Mill Slough ROW.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services

Presenter: Brenda Ryan

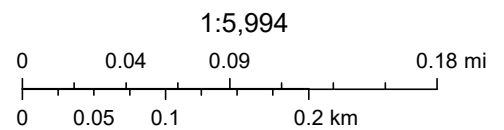
Attachment(s):

1. ABDN-24-0001 Aerial Map
2. ABDN-24-0001 Vicinity Map
3. ABDN-24-0001 ROW Exhibit
4. ABDN-24-0001 Quail Hollow Plat
5. ABDN-24-0001 Oakbrook Estates Plat
6. (S)ABDN-24-0001 Resolution
7. ABDN-24-0001 City Commission Ad
8. ABDN-24-0001 Public Comments
9. ABDN-24-0001 Aug. 7, 2024 PAB Actions
10. ABDN-24-0001 DRC Comments
11. ABDN-24-0001 DRC Support Documents

ABDN-24-0001
Right-of-Way Abandonment/Vacation
Mill Slough Road ROW Vacation

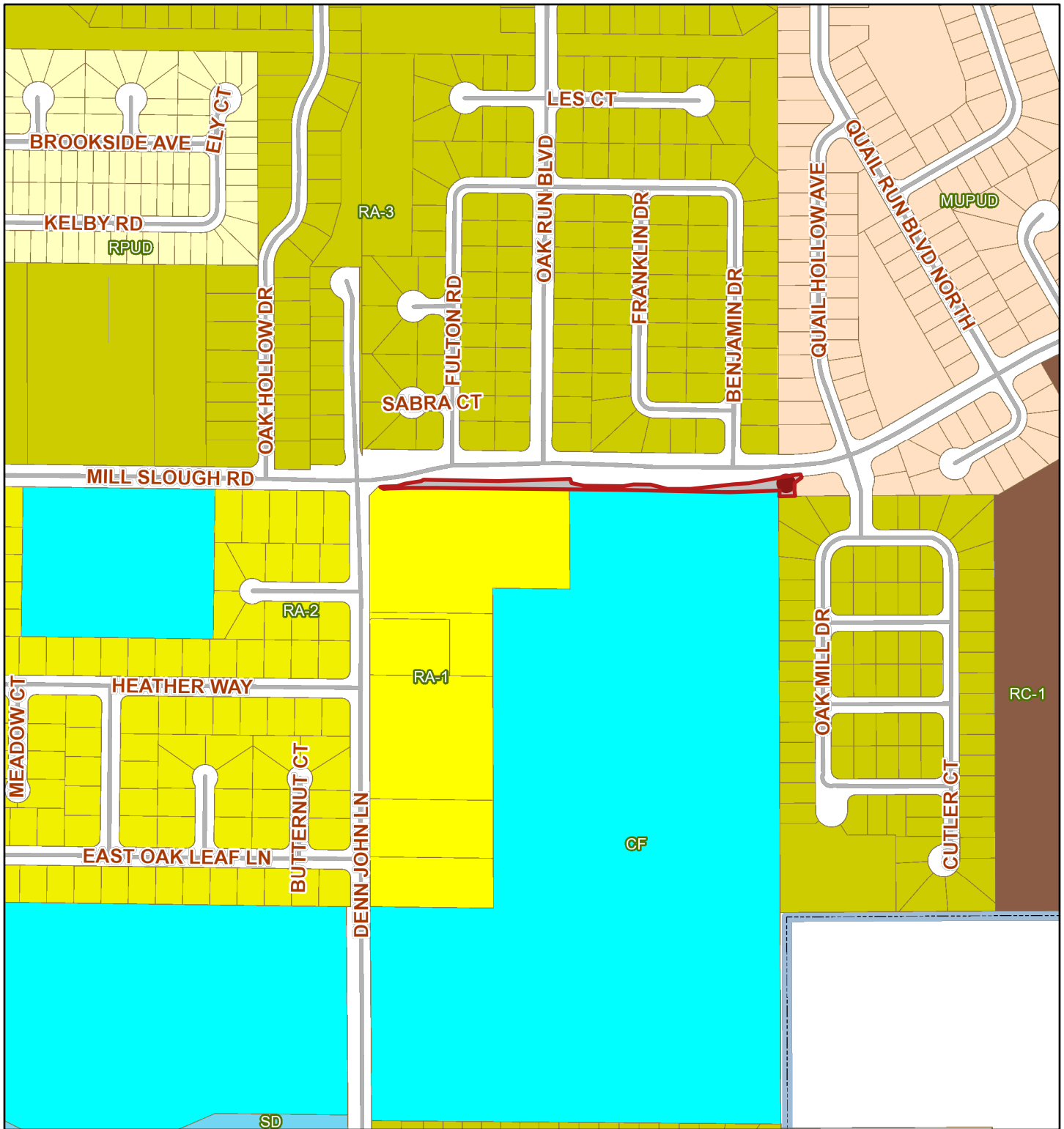


August 3, 2024



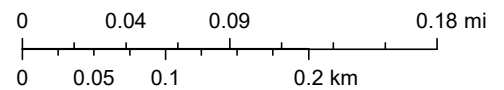
State of Florida, Maxar

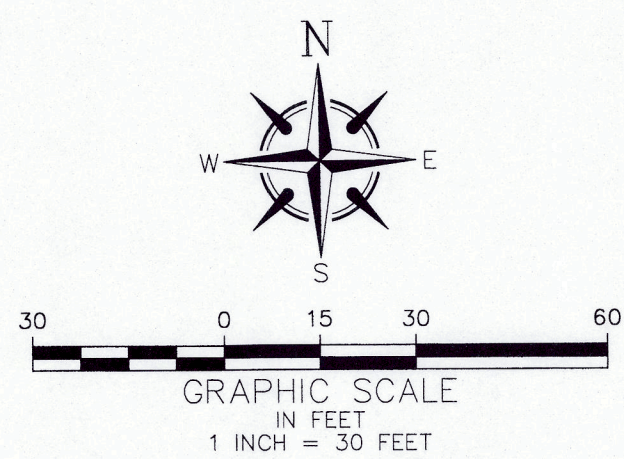
ABDN-24-0001
 Right-of-Way Abandonment/Vacation
 Mill Slough Road ROW Vacation



August 3, 2024

1:5,994





PARCEL A:
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, RUN THENCE EAST 25 FEET AND RUN THENCE SOUTH 20 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; CONTINUE THENCE SOUTH 95 FEET, RUN THENCE EAST 145 FEET, RUN THENCE NORTH 95 FEET AND RUN THENCE WEST 145 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED.

PARCEL B:
 BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH EAST QUARTER OF THE NORTH
 EAST QUARTER OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY,
 FLORIDA, RUN THENCE EAST 25 FEET AND RUN THENCE SOUTH 115 FEET TO THE POINT OF
 BEGINNING OF THE LANDS HEREIN DESCRIBED; CONTINUE THENCE SOUTH 95 FEET, RUN
 THENCE EAST 145 FEET, RUN THENCE NORTH 95 FEET, AND RUN THENCE WEST 145 FEET
 TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED.

PARCEL C:
BEGINNING AT THE NW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST; RUN THENCE EAST 170 FEET; AND RUN THENCE SOUTH 20 FEET TO THE POINT OF BEGINNING OF LANDS DESCRIBED HEREIN; CONTINUE THENCE SOUTH 190 FEET; RUN THENCE EAST 80 FEET; RUN THENCE NORTH 190 FEET AND RUN THENCE WEST 80 FEET TO THE POINT OF BEGINNING.

PARCEL D:
BEGINNING AT THE NW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, RUN THENCE EAST 250 FEET AND RUN THENCE SOUTH 20 FEET TO THE POINT OF BEGINNING OF THE LANDS DESCRIBED HEREIN; CONTINUE THENCE SOUTH 190 FEET; RUN THENCE EAST 80 FEET; RUN THENCE NORTH 190 FEET; AND RUN THENCE WEST 80 FEET TO THE POINT OF BEGINNING.

PARCEL E:
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION FOURTEEN (14), IN TOWNSHIP 25 SOUTH, RANGE 29 EAST, RUN THENCE EAST 330 FEET, AND RUN THENCE SOUTH 20 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED, CONTINUE THENCE SOUTH 190 FEET, RUN THENCE EAST 80 FEET, RUN THENCE NORTH 190 FEET, AND RUN THENCE WEST 80 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED.

PARCEL F:
BEGINNING AT THE NW CORNER OF THE SE QUARTER OF THE NE QUARTER OF SECTION 14, TOWNSHIP 25 S, RANGE 29 E, OSCEOLA COUNTY, FLORIDA; AND RUN THENCE S 210 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE RUN E 410 FEET; THENCE S 200 FEET; THENCE RUN W 410 FEET; AND THENCE RUN N 200 FEET TO SAID POINT OF BEGINNING, LESS 25 FEET ON THE W SIDE OF SAID LAND WHICH HAS BEEN ACQ. ASIDE FOR ROAD PURPOSES.

PARCEL C:
THE NORTH ONE HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE
SOUTHEAST QUARTER (SE 1/4) OF THE NORTH-EAST QUARTER (NE 1/4) OF SECTION 14,
TOWNSHIP 26 SOUTH, RANGE 29 EAST LESS AND EXCEPT THE WEST 410.0 FEET THEREOF,
TOGETHER WITH AND INCLUDING A POINT BEING THE NORTHWEST CORNER OF SAID POINT
410.0 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF
THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST (1/4) OF SECTION 14, TOWNSHIP
26 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, SAID POINT BEING ON THE NORTH
LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF
THE NORTHEAST QUARTER (NE 1/4), CONTINUE THENCE EAST, 241.92 FEET TO THE
NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE
1/4) OF NORTHEAST QUARTER (NE 1/4); RUN THENCE SOUTH 332.0 FEET, TO THE
NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE
1/4) OF NORTHEAST QUARTER (NE 1/4); RUN THENCE WEST, 241.92 FEET, TO THE
SOUTHEAST QUARTER (SE 1/4) OF NORTHEAST QUARTER (NE 1/4); RUN THENCE WEST,
ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER (NW 1/4) OF
SOUTHEAST QUARTER (SE 1/4) OF NORTHEAST QUARTER (NE 1/4), 240.2 FEET; RUN
THENCE NORTH, PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST QUARTER (SE 1/4) OF
NORTHEAST QUARTER (NE 1/4), 331.92 FEET; TO THE POINT OF BEGINNING.

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).

UNLESS OTHERWISE NOTED, PLAT INFORMATION IS EQUAL TO FIELD MEASURED DATA.

NO UNDERGROUND INSTALLATIONS, IMPROVEMENTS OR ROOF OVERHANGS HAVE BEEN LOCATED EXCEPT 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. 12097C0060G DATED JUNE 18, 2013, THE LAND AND THE IMPROVEMENTS AS SHOWN HEREON ARE NOT WITHIN A 100-YEAR FLOOD HAZARD ZONE. THE LAND IS IN ZONE "X".

ALL PARCELS SHOWN HEREON ARE CONTIGUOUS, WITHOUT GAP, GORE, OR HIATUS.

PRESCRIPTIVE CLAIM BY MILLER:

A PARCEL OF LAND BEING A PORTION OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; THENCE EAST 25.00 FEET; THENCE SOUTH 20.00 FEET TO A POINT MARKING THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 991, PAGE 2852, OSCEOLA COUNTY, FLORIDA; THENCE EAST 25.00 FEET TO THE POINT OF BEGINNING; THENCE N45°09'28"E, A DISTANCE OF 20.08 FEET; THENCE S88°29'55"E, A DISTANCE OF 20.23 FEET; THENCE N82°04'13"E, A DISTANCE OF 22.43 FEET; THENCE N82°04'07"E, A DISTANCE OF 15.64 FEET; THENCE N79°47'22"E, A DISTANCE OF 49.03 FEET; THENCE N74°33'51"E, A DISTANCE OF 23.26 FEET; THENCE S89°14'08"E, A DISTANCE OF 459.14 FEET; THENCE S00°06'14"W, A DISTANCE OF 29.68 FEET; THENCE N89°47'22"W, A DISTANCE OF 60.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,473 SQUARE FEET OR 0.40 ACRES, MORE OR LESS

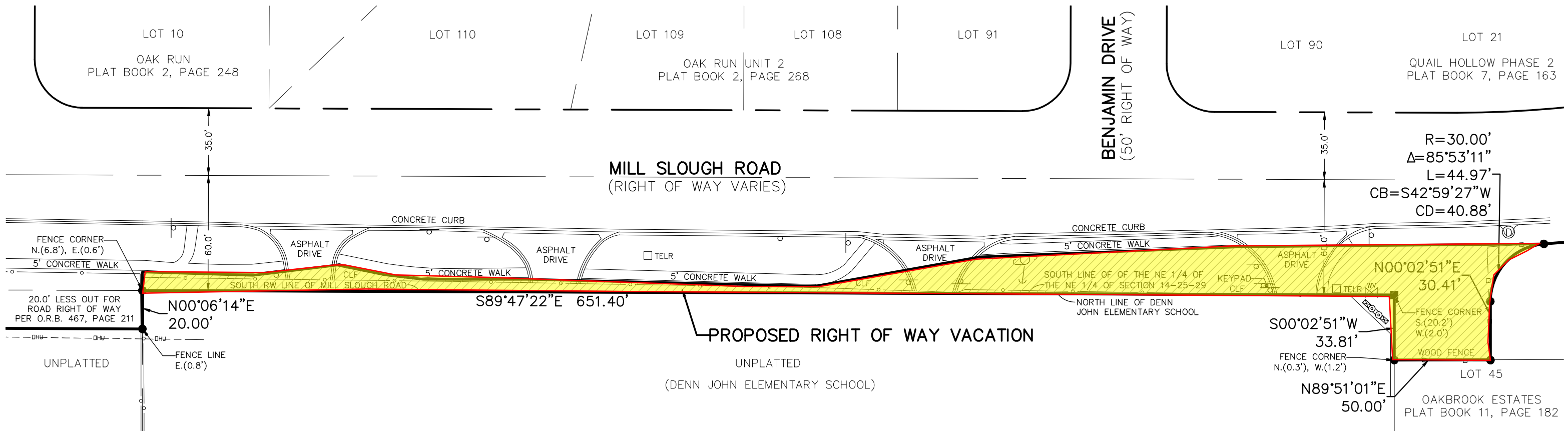
I HEREBY CERTIFY TO:
JEFFORDS D. & LAURA J. MILLER

N.B.B.

RICHARD D. BROWN, P.S.M.
STATE OF FLORIDA
REGISTRATION NO. 5700
(NOT VALID WITHOUT SIGNATURE,
SEAL OR ELECTRONIC SIGNATURE
FROM A THIRD PARTY.)

DATE 7/21/23

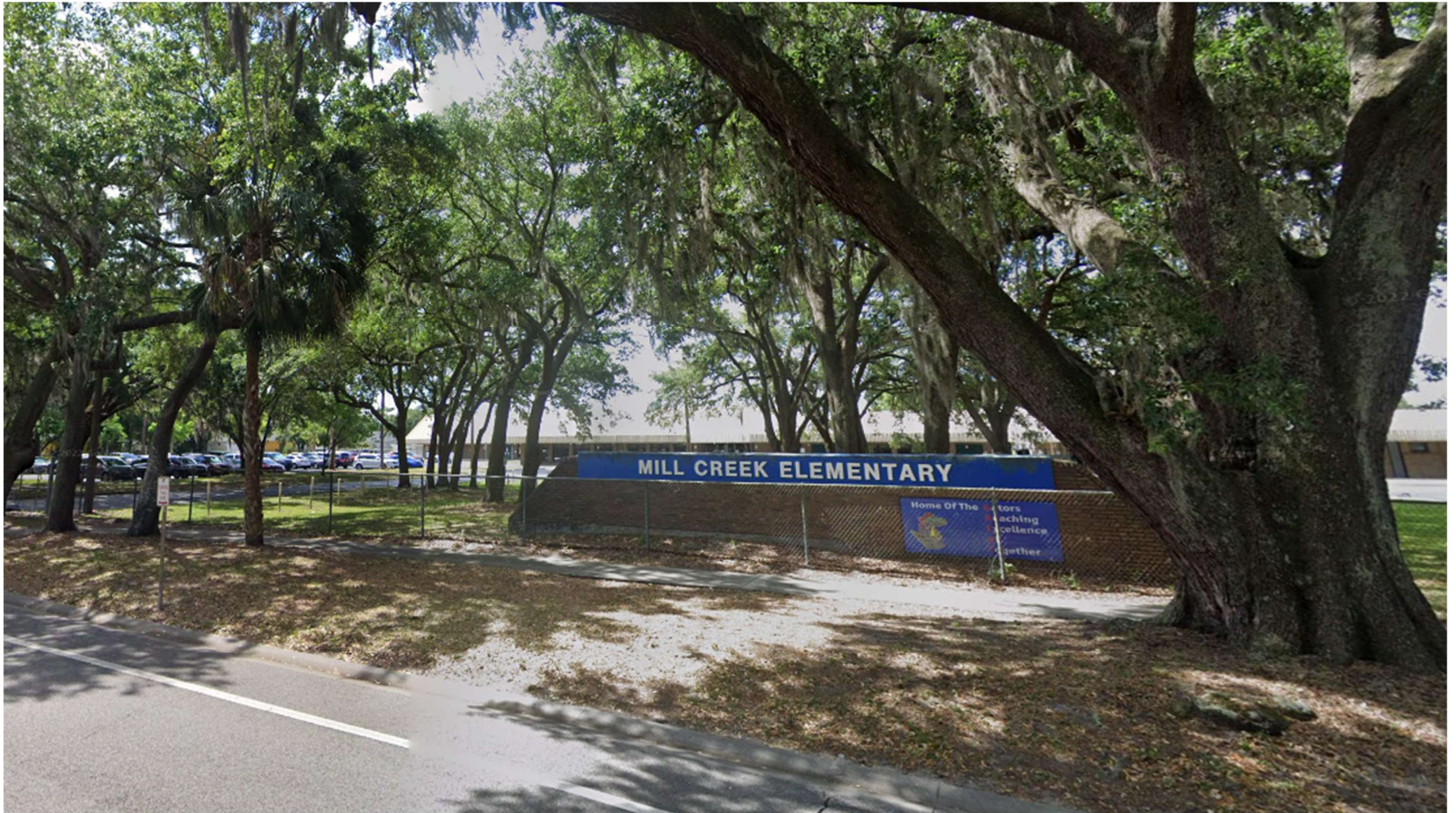
JOHNSTON'S
SURVEYING INC.
0 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966
LB 966 SHEET 1 OF 1



ABDN-24-0001 – Portion of proposed vacated/abandoned portion of Mill Slough Road, facing south on Mill Slough Road



ABDN-24-0001 – Portion of proposed vacated/abandoned portion of Mill Slough Road, facing south on Mill Slough Road



ABDN-24-0001 – Portion of proposed vacated/abandoned portion of Mill Slough Road, facing southeast on Mill Slough Road



ABDN-24-0001 – Portion of proposed vacated/abandoned portion of Mill Slough Road, facing southeast on Mill Slough Road



ABDN-24-0001 Portion of proposed vacated/abandoned portion of Mill Slough Road, facing southeast on Mill Slough Road
Missing Sidewalk Segment



ABDN-24-0001 Portion of proposed vacated/abandoned portion of Mill Slough Road, facing southeast on Mill Slough Road
Missing Sidewalk Segment

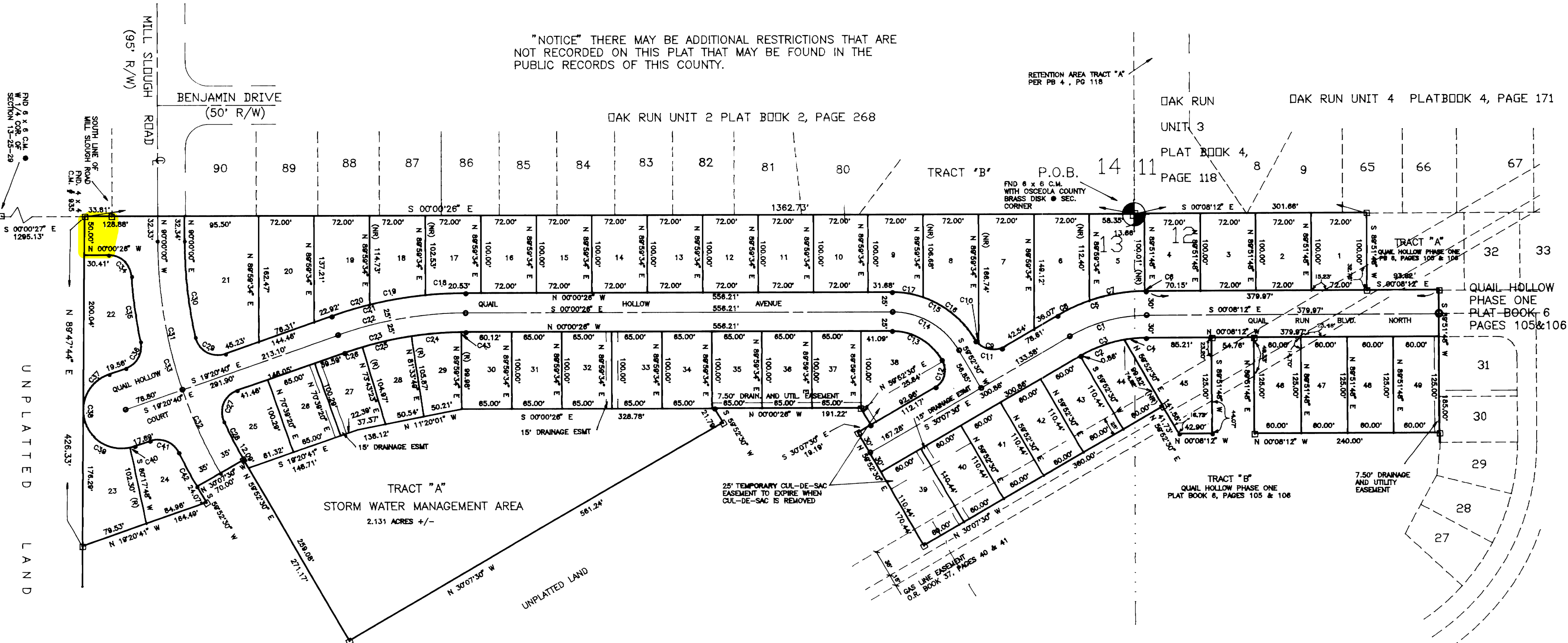


Quail Hollow

Phase Two

EMBRACING A PORTION OF SECTIONS 12 & 13, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

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



DESCRIPTION:

OF A 13.801 ACRE PARCEL, EMBRACING A PORTION OF SECTIONS 12 & 13, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 00°00'26" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, A DISTANCE OF 1362.73 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°47'44" EAST, A DISTANCE OF 426.33 TO A POINT; THENCE RUN NORTH 19°20'41" WEST, A DISTANCE OF 164.49 FEET TO A POINT; THENCE RUN SOUTH 59°52'30" WEST, A DISTANCE OF 24.07 FEET TO A POINT; THENCE RUN NORTH 30°07'30" WEST, A DISTANCE OF 70.00 FEET TO A POINT; THENCE RUN NORTH 59°52'30" EAST, A DISTANCE OF 271.17 FEET TO A POINT; THENCE RUN NORTH 30°07'30" WEST, A DISTANCE OF 581.24 FEET TO A POINT; THENCE RUN SOUTH 59°52'30" WEST, A DISTANCE OF 21.79 FEET TO A POINT; THENCE RUN NORTH 00°00'26" WEST, A DISTANCE OF 191.22 FEET TO A POINT; THENCE RUN NORTH 59°52'30" EAST, A DISTANCE OF 25.84 FEET TO A POINT; THENCE RUN SOUTH 30°07'30" EAST, A DISTANCE OF 19.19 FEET TO A POINT; THENCE RUN NORTH 59°52'30" EAST, A DISTANCE OF 170.44 FEET TO A POINT; SAID POINT BEING ON THE WESTERLY LINE OF TRACT "B", QUAIL HOLLOW, PHASE ONE AS RECORDED IN PLAT BOOK 6, PAGES 105 AND 106, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE RUN THE FOLLOWING COURSES; NORTH 30°07'30" WEST, A DISTANCE OF 360.00 FEET TO A POINT; THENCE RUN NORTH 59°52'30" EAST, A DISTANCE OF 41.73 FEET TO A POINT; THENCE RUN NORTH 00°08'12" WEST, A DISTANCE OF 42.90 FEET TO A POINT; THENCE RUN SOUTH 89°51'48" WEST, A DISTANCE OF 125.00 FEET TO A POINT; THENCE RUN NORTH 00°08'12" WEST, A DISTANCE OF 54.76 FEET TO A POINT; THENCE RUN NORTH 89°51'48" EAST, A DISTANCE OF 125.00 FEET TO A POINT; THENCE RUN NORTH 00°08'12" WEST, A DISTANCE OF 240.00 FEET TO A POINT; SAID POINT BEING ON THE SOUTH LINE OF LOT 30, QUAIL HOLLOW, PHASE ONE, AS RECORDED IN PLAT BOOK 6, PAGES 105 AND 106 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 89°51'48" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 185.00 FEET TO A POINT ON THE EAST LINE OF TRACT "A" OF SAID QUAIL HOLLOW, PHASE ONE; THENCE RUN SOUTH 00°08'12" EAST ALONG SAID EAST LINE, A DISTANCE OF 93.82 FEET TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF AFOREMENTIONED TRACT "A"; THENCE RUN SOUTH 89°51'48" WEST ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 100.00 FEET TO A POINT; SAID POINT BEING THE SOUTHWEST CORNER OF SAID TRACT "A" AND A POINT ON THE EAST LINE OF OAK RUN, UNIT 4, AS RECORDED IN PLAT BOOK 4, PAGE 171 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'12" EAST ALONG SAID EAST LINE, A DISTANCE OF 301.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.801 ACRES, MORE OR LESS.

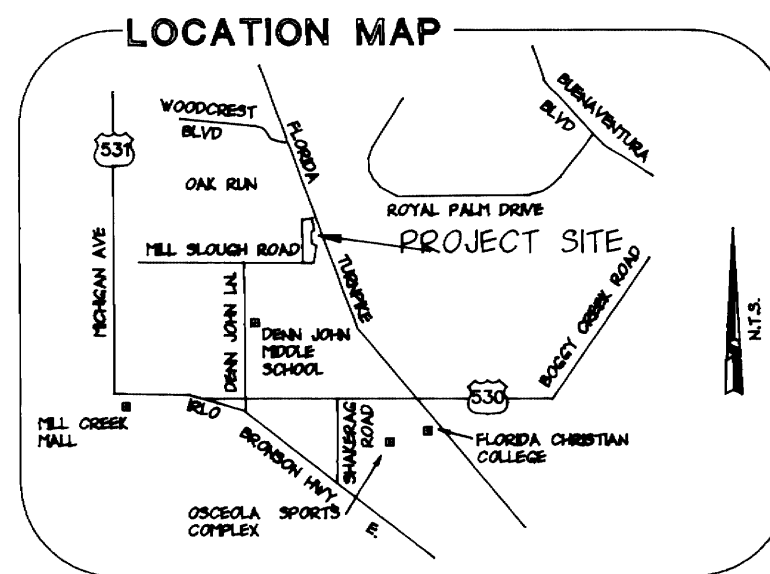
SUBJECT TO EASEMENTS, RIGHTS OF WAY, AND RESTRICTION OF RECORD, IF ANY.

NOTES:

- BEARINGS BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 25 SOUTH, RANGE 29 EAST, AS E 00°08'12" E.
- DRAINAGE AND UTILITY EASEMENTS AS FOLLOWS UNLESS OTHERWISE NOTED:
10.00 FEET FRONT, REAR AND STREET SIDE
5.00 FEET SIDE
- LOTS 21, 22, 24, 25 WILL NOT HAVE INGRESS / EGRESS ACCESS TO MILL SLOUGH ROAD AND RIGHT OF WAY ACCESS TO BE DEDICATED TO THE CITY OF KISSIMMEE.

LEGEND :

- = PERMANENT CONTROL POINTS (NAIL AND DISC # 4629)
DENOTES POINT OF CURVATURE, POINTS OF TANGENCY, ANGLE POINTS OR OTHER CHANGES IN DIRECTION
- = IRON PIN HWA
DENOTES POINT OF CURVATURE, POINTS OF TANGENCY, ANGLE POINTS OR OTHER CHANGES IN DIRECTION
- = PERMANENT REFERENCE MONUMENT (4" x 4" C.M. #4629) UNLESS NOTED OTHERWISE.
- (R) = RADIAL LINE
- (NR) = NON- RADIAL LINE
- ESMT. = EASEMENT



PLAT BOOK 7 PAGE 163

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plot for the uses and purposes therein expressed and dedicates the RIGHTS-OF-WAYS, TRACT "A" AND EASEMENTS

shown hereon to the perpetual use of the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officer named below and its corporate seal to be affixed hereto on MAY 28, 1993

PALM STATE DEVELOPMENT CORP.

(Corporation Name)

By: Donald K. Stephens

DONALD K. STEPHENS, PRESIDENT OF PALM STATE DEVELOPMENT CORP.
Attest:

Signed and Sealed in the presence of:

Marlene Coffey (Name of Witness)

Robert Silvestro (Name of Witness)

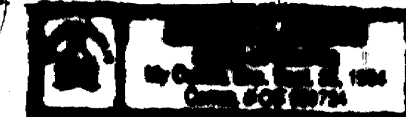
STATE OF FLORIDA, COUNTY OF OSCEOLA

THIS IS TO CERTIFY, That on MAY 28, 1993 before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared DONALD K. STEPHENS and N/A respectively President and N/A of the above named corporation incorporated

under the laws of the State of FLORIDA to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC LESLIE J. HEISIG
My Commission Expires 9-25-94



CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on DEC. 26, 1989 he completed the survey of the lands as shown

In the foregoing plat or plan; that said plat is a correct representation of the lands therein described and platted or subdivided, that permanent reference monuments have been placed as shown thereon and permanent control points will be placed as required by chapter 177, Florida Statutes,

and that said land is located in OSCEOLA County, Florida.

Dated: 8-28-90

Randy Hanson Registration No. 4629
RANDY HANSON

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on August 3rd, 1993 the City Commission approved the foregoing plat.

John B. Pollitt
MAYOR

ATTEST: Sandra L. Yeager
CITY CLERK

CERTIFICATE OF APPROVAL BY MUNICIPAL PLANNING BOARD

THIS IS TO CERTIFY, That on July 19, 1993 the Planning Advisory Board approved the foregoing plat.

CHAIRMAN

CERTIFICATE OF COUNTY COMPTROLLER

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 of File No. 93-059015

Neil Wilcox
COUNTY COMPTROLLER
In and for Osceola County, Florida.

BY: _____ D.C.

RESOLUTION NO. _____

**A RESOLUTION OF ABANDONMENT
OF A RIGHT-OF-WAY AGREEMENT**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, IN LAWFUL SESSION ASSEMBLED THAT:

WHEREAS, there exists a recorded right-of-way to the City of Kissimmee, of which had dedicated that portion of the Mill Slough Road right-of-way located in front of Parcel ID# 14-25-29-0000-0040-0000 (1630 Mill Slough Road) and Parcel ID#14-25-29-00U0-0070-0000 (1700 Mill Slough Road), and

WHEREAS, the City is desirous of vacating a portion of the Mill Slough Road right-of-way, as hereinafter described, and

WHEREAS, the City Commission of the City of Kissimmee, Florida has determined that the abandonment of the right-of-way does not materially affect the right of convenient access to lots which may have been previously conveyed under the recorded right-of-way, to the City of Kissimmee, and

WHEREAS, the City Commission of the City of Kissimmee, Florida has determined that the public convenience and necessity does not require the use and maintenance of the portion of said right-of-way, and

WHEREAS, the interest of the City of Kissimmee and its citizens thereof would not be adversely affected by the abandonment and annulment of the right-of-way appearing of record;

NOW THEREFORE, BE IT RESOLVED that pursuant to Section 14-3-47 of the Land Development Code of the City of Kissimmee, that right-of-way, as described hereinafter shall be hereby abandoned and annulled leaving a blanket access, drainage, maintenance and utility easement.

Legal Description

Parcel ID# 14-25-29-0000-0040-0000 (1630 Mill Slough Road)

A Parcel of Land Being a Portion of Section 14, Township 25 South, Range 29 East, Osceola County, Florida, Being more Particularly Described as Follows:

Commence at the Northwest Corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 25 South, Range 29 East, Osceola County, Florida; Thence East 25.00 Feet; Thence South 20.00 Feet to a Point Marking the Northwest Corner of Lands Described in Official Records Book 991, Page 2852, Osceola County, Florida; Thence East 25.00 Feet to the Point of Beginning; Thence N 45°09'28"E, A Distance of 20.08 Feet; Thence S88°29'05"E, A Distance of 20.23 Feet; Thence N82°04'13"E, A Distance of 22.43 Feet;

Thence N82°40'07"E, A Distance of 15.64 Feet; Thence N79°47'22"E, A Distance of 49.03 Feet, Thence N74°33'51"E, A Distance of 23.26 Feet; Thence S89°14'08"E, A Distance of 459.14 Feet; Thence S00°06'14" W, A Distance of 29.68 Feet; Thence N89°47'22"W, A Distance of 601.90 Feet To The Point of Beginning.

Containing 17,473 Square Feet or 0.40 acres, more or less

Together with:

Parcel ID#14-25-29-00U0-0070-0000 (1700 Mill Slough Road)

A Parcel of Land Lying in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 25 South, Range 29 East, Osceola County, Florida, Being More Particularly Described As:

Begin at the Northeast Corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Said Section 14; Thence Run N 89°47'22"W Along The North Line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Said Section 14, A Distance of 651.40 Feet; Thence Departing said North Line Run N 00°06'14"E, A Distance of 9.68 Feet; Thence run S 88°11'31"E, A Distance of 57.52 Feet; Thence Run N 83°00'21"E, A Distance of 44.12 Feet; Thence Run S 78°23'08"E, A Distance of 36.70 Feet; Thence Run S 89°57'53"E, A Distance of 63.67 Feet; Thence Run S 88°36'31"E, A Distance of 149.09 Feet; Thence Run N 79°53'33"E, A Distance of 87.03 Feet; Thence Run N 87°46'12"E, A Distance of 135.88 Feet; Thence Run N 89°27'39"E, A Distance of 157.83 Feet to A Point on the Perimeter of Lot 22, Quail Hollow Phase 2, According To The Plat Thereof, As Recorded In Plat Book 7, Page 163, of The Public Records of Osceola County, Florida, Said Point Lying On A Non-Tangent Curve, Concave to the Southeast, Having A Radius of 30.00 Feet And a Central Angle of 85°53'11"; Thence Run the Following Two (2) Courses Along Said Perimeter of Lot 22: Run Southwesterly Along the Arc of Said Curve, A Distance of 44.97 Feet (Chord Bearing = S 42°59'27"W, Chord = 40.88 Feet); Thence Run S 00°02'51"W, A Distance of 30.41 Feet to A Point on the North Line of Lot 45, Oakbrook Estates, According to the Plat Thereof, As Recorded in Plat Book 11, Page 182, of The Public Records of Osceola County, Florida; Thence Run S 89°51'01"W Along Said North Line, A Distance of 50.00 Feet to A Point on the East Line of Aforesaid Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14; Thence Run N 00°02'51"E along said East Line, A Distance of 33.81 Feet to the Point of Beginning.

Containing 0.27 acres, more or less.

Containing 0.67 total acres, more or less.

This resolution shall take effect upon its adoption.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this **17th** day of **September, 2024**.

Mayor - Commissioner

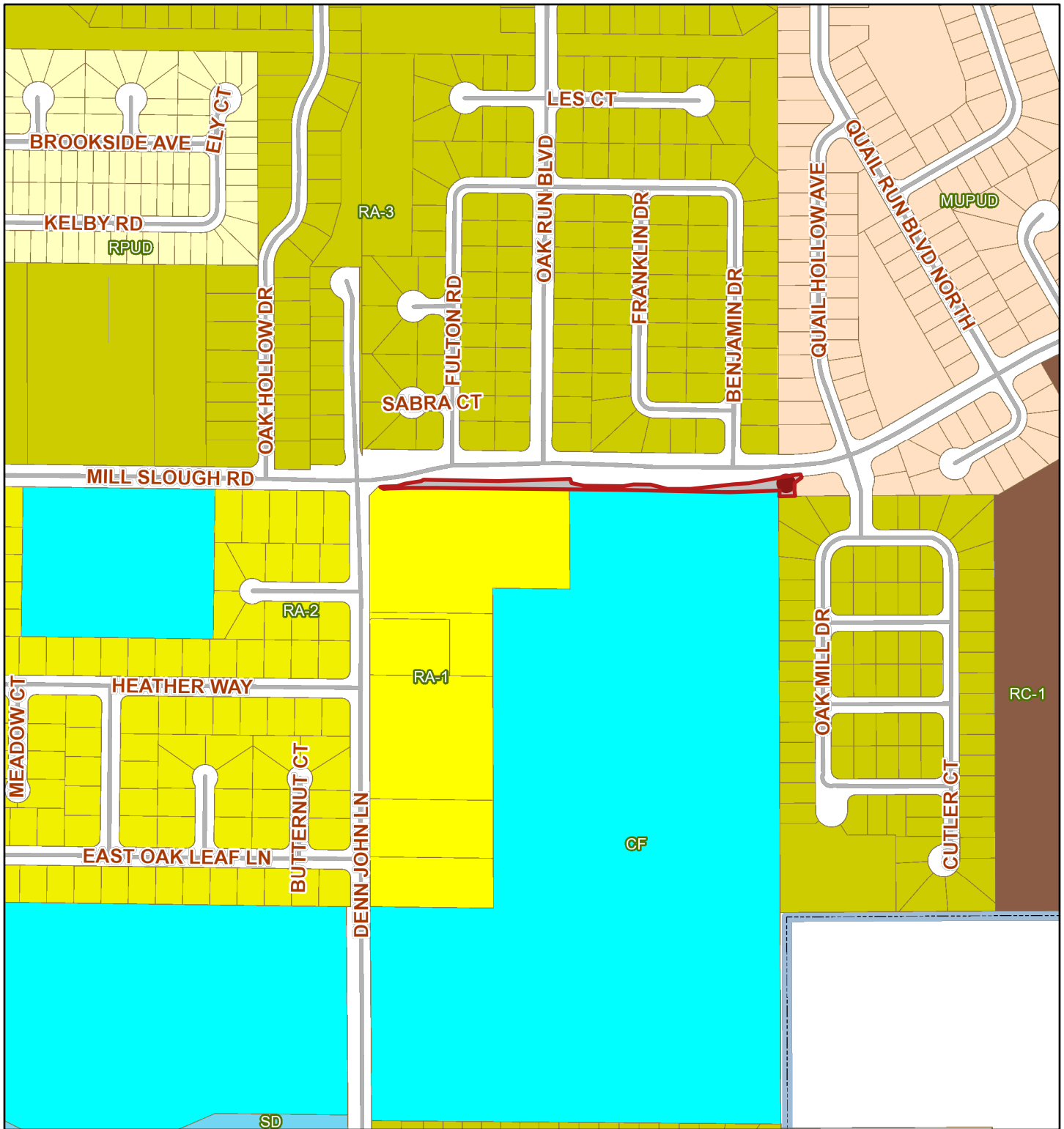
ATTEST:

City Clerk

Approved as to form and legality:

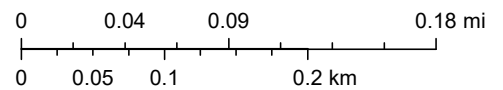
City Attorney

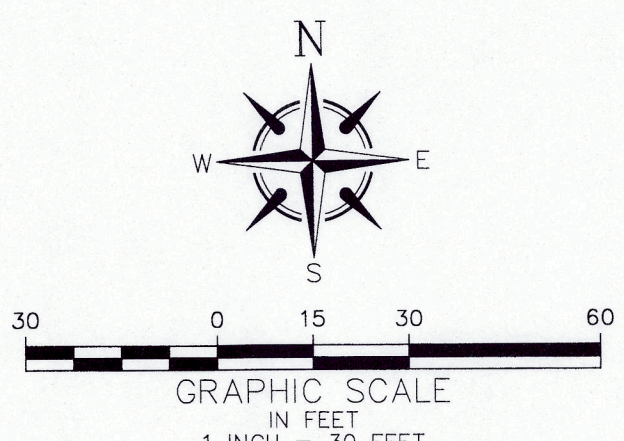
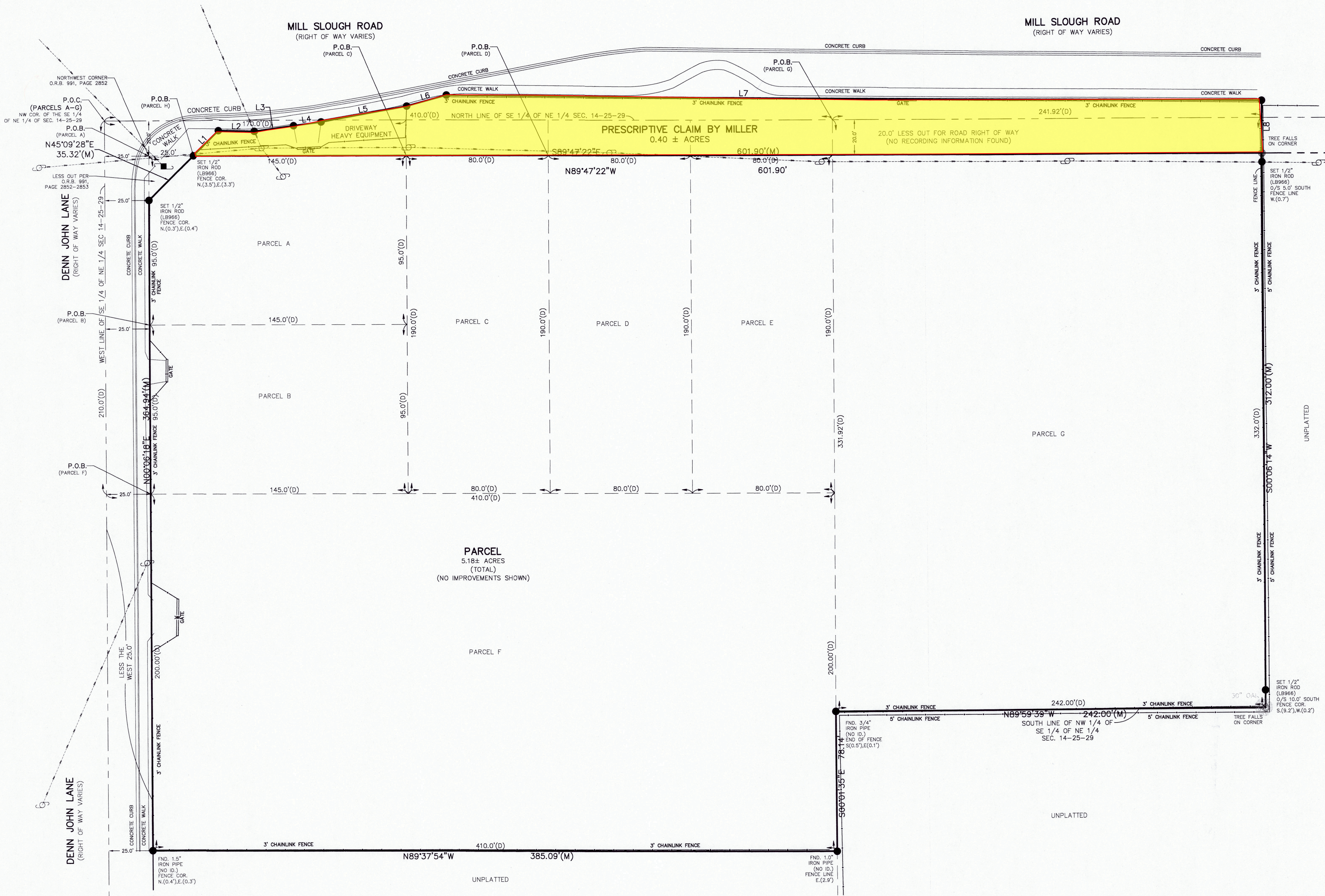
ABDN-24-0001
 Right-of-Way Abandonment/Vacation
 Mill Slough Road ROW Vacation



August 3, 2024

1:5,994





LEGAL DESCRIPTION:

PARCEL A:
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, RUN THENCE EAST 25 FEET AND RUN THENCE SOUTH 20 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; CONTINUE THENCE SOUTH 95 FEET, RUN THENCE EAST 145 FEET, RUN THENCE NORTH 95 FEET AND RUN THENCE WEST 145 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED.

PARCEL B:
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, RUN THENCE EAST 25 FEET AND RUN THENCE SOUTH 115 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; CONTINUE THENCE SOUTH 95 FEET, RUN THENCE EAST 145 FEET, RUN THENCE NORTH 95 FEET, AND RUN THENCE WEST 145 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED.

PARCEL C:
BEGINNING AT THE NW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, RUN THENCE EAST 250 FEET AND RUN THENCE SOUTH 20 FEET TO THE POINT OF BEGINNING OF THE LANDS DESCRIBED HEREIN; CONTINUE THENCE SOUTH 190 FEET; RUN THENCE EAST 80 FEET; RUN THENCE NORTH 190 FEET AND RUN THENCE WEST 80 FEET TO THE POINT OF BEGINNING.

PARCEL D:
BEGINNING AT THE NW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, RUN THENCE EAST 250 FEET AND RUN THENCE SOUTH 20 FEET TO THE POINT OF BEGINNING OF THE LANDS DESCRIBED HEREIN; CONTINUE THENCE SOUTH 190 FEET; RUN THENCE EAST 80 FEET; RUN THENCE NORTH 190 FEET; AND RUN THENCE WEST 80 FEET TO THE POINT OF BEGINNING.

PARCEL E:
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION FOURTEEN (14), IN TOWNSHIP 25 SOUTH, RANGE 29 EAST, RUN THENCE EAST 330 FEET AND RUN THENCE SOUTH 20 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; CONTINUE THENCE SOUTH 190 FEET, RUN THENCE EAST 80 FEET, RUN THENCE NORTH 190 FEET, AND RUN THENCE WEST 80 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED.

PARCEL F:
BEGINNING AT THE NW CORNER OF THE SE QUARTER OF THE NE QUARTER OF SECTION 14, TOWNSHIP 25 S, RANGE 29 E, OSCEOLA COUNTY, FLORIDA, AND RUN THENCE S 210 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE RUN E 410 FEET; THENCE RUN S 200 FEET; THENCE RUN W 410 FEET; AND THENCE RUN N 200 FEET TO SAID POINT OF BEGINNING, LESS 25 FEET ON THE W SIDE OF SAID LAND WHICH HAS BEEN SET ASIDE FOR ROAD PURPOSES.

PARCEL G:
THE NORTH ONE HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, LESS AND EXCEPT THE WEST 410.0 FEET THEREOF. SUCH PARCEL AND TRACT MAY ALSO BE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 410.0 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, SAID POINT BEING ON THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4), CONTINUE THENCE EAST, 241.92 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4) OF NORTHEAST QUARTER (NE 1/4); RUN THENCE SOUTH 332.0 FEET, TO THE SOUTHEAST CORNER OF THE NORTH ONE HALF OF SAID NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4) OF NORTHEAST QUARTER (NE 1/4); RUN THENCE WEST, ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4) OF NORTHEAST QUARTER (NE 1/4), 242.0 FEET; RUN THENCE NORTH, PARALLEL TO THE WEST LINE OF SAID SOUTHEAST QUARTER (SE 1/4) OF NORTHEAST QUARTER (NE 1/4), 331.92 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).

UNLESS OTHERWISE NOTED, PLAT INFORMATION IS EQUAL TO FIELD MEASURED DATA.

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. 12097C0060G DATED JUNE 18, 2013, THE LAND AND THE IMPROVEMENTS AS SHOWN HEREON ARE NOT WITHIN A 100-YEAR FLOOD HAZARD ZONE. THE LAND IS IN ZONE "X".

ALL PARCELS SHOWN HEREON ARE CONTIGUOUS, WITHOUT GAP, GORE, OR HIATUS.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N45°09'28"E	20.08'
L2	S88°29'05"E	20.23'
L3	N82°04'13"E	22.43'
L4	N82°40'07"E	15.64'
L5	N79°47'22"E	49.03'
L6	N74°33'51"E	23.26'
L7	S89°14'08"E	459.14'
L8	S00°06'14"W	29.68'

PRESCRIPTIVE CLAIM BY MILLER:
A PARCEL OF LAND BEING A PORTION OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; THENCE EAST 25.00 FEET; THENCE SOUTH 20.00 FEET TO A POINT MARKING THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 991, PAGE 2852, OSCEOLA COUNTY, FLORIDA; THENCE EAST 25.00 FEET TO THE POINT OF BEGINNING; THENCE N45°09'28"E, A DISTANCE OF 20.08 FEET; THENCE S88°29'05"E, A DISTANCE OF 20.23 FEET; THENCE N82°04'13"E, A DISTANCE OF 22.43 FEET; THENCE N82°40'07"E, A DISTANCE OF 15.64 FEET; THENCE N79°47'22"E, A DISTANCE OF 49.03 FEET; THENCE N74°33'51"E, A DISTANCE OF 23.26 FEET; THENCE S89°14'08"E, A DISTANCE OF 459.14 FEET; THENCE S00°06'14"W, A DISTANCE OF 29.68 FEET; THENCE N89°47'22"W, A DISTANCE OF 601.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,473 SQUARE FEET OR 0.40 ACRES, MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY TO:
JEFFORDS D. & LAURA J. MILLER

RICHARD D. BROWN, P.S.M.
STATE OF FLORIDA
REGISTRATION NO. 5700
(NOT VALID WITHOUT SIGNATURE, SEAL OR ELECTRONIC SIGNATURE FROM A THIRD PARTY.)

7/21/23
DATE

BOUNDARY SURVEY

1630 MILL SLOUGH ROAD,
KISSIMMEE, FLORIDA 34744

REVISIONS
ADDED PRESCRIPTIVE CLAIM 7/21/2023

F.B. 1143 PGS. 67-68
ROAD FILE # 18-012 BOUNDARY.DWG

DATE OF SURVEY 7/6/23 JOB #18-012 SCALE: 1"=30' DRAWN BY: AB [CHECKED BY: RDB]

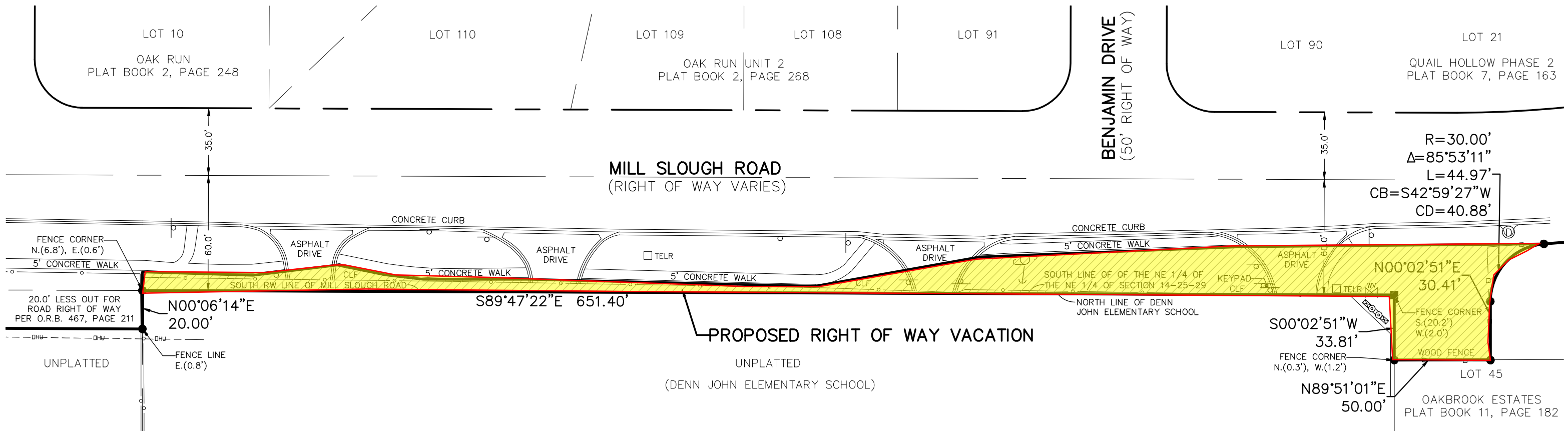
ABBREVIATIONS

ALL PROPERTY CORNERS AS NOTED.
D.I.E. D.I.E. ELEVATION
P.T. POINT OF TANGENCY
P.C. POINT OF CURVE
P.I. POINT OF INTERSECTION
P.R.C. POINT OF REVERSE CURVE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.O.D. POINT OF DISCONTINUITY
P.O.F. POINT OF FENCE
P.O.M. POINT OF METER
P.O.N. POINT OF NAIL
P.O.S. POINT OF SINK
P.O.T. POINT OF TANGENCY
P.O.V. POINT OF VERTICAL CURVE
P.O.W. POINT OF WIRE
P.O.X. POINT OF X
P.O.Y. POINT OF Y
P.O.Z. POINT OF Z
P.O.1. POINT OF 1
P.O.2. POINT OF 2
P.O.3. POINT OF 3
P.O.4. POINT OF 4
P.O.5. POINT OF 5
P.O.6. POINT OF 6
P.O.7. POINT OF 7
P.O.8. POINT OF 8
P.O.9. POINT OF 9
P.O.0. POINT OF 0
P.O.1. POINT OF 1
P.O.2. POINT OF 2
P.O.3. POINT OF 3
P.O.4. POINT OF 4
P.O.5. POINT OF 5
P.O.6. POINT OF 6
P.O.7. POINT OF 7
P.O.8. POINT OF 8
P.O.9. POINT OF 9
P.O.0. POINT OF 0

LEGEND

BENCHMARK
WOOD POWER POLE
CONCRETE POWER POLE
METAL POWER POLE
GUY WIRE ANCHOR
WOOD LIGHT POLE
CONCRETE LIGHT POLE
METAL LIGHT POLE
FIBERGLASS LIGHT POLE
FIRE HYDRANT
WATER METER
RECLAIMED WATER VALVE
AIR RELEASE VALVE

CLEAR CUT
SANITARY SEWER HOLE
STORM SEWER HOLE
GAS METER
CABLE TELEVISION RISER
TELEPHONE RISER
TELEPHONE CONTROL BOX
ELECTRIC TRANSFORMER
ELECTRIC SERVICE METER
FIBER OPTIC MARKER
TELEPHONE MARKER
GAS MARKER



Published Daily
ORANGE County, Florida

Sold To:

City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL, 34741

Bill To:

City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL, 34741

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized
representative of the ORLANDO SENTINEL, a DAILY newspaper
published in ORANGE County, Florida; that the attached copy of
advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on Jul 25, 2024.

Affiant further says that the newspaper complies with all legal requirements
for publication in Chapter 50, Florida Statutes.



Signature of Affiant

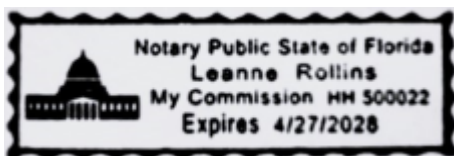
Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 26 day of July, 2024,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7670523



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AUCTIONS**
Paul R. Minshull #16591. BP 15-25%. 77361



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NOTICE OF PUBLIC HEARING PLANNING ADVISORY BOARD

The City of Kissimmee Planning Advisory Board will hold a Public Hearing on **Wednesday, August 7, 2024 at 6:00 p.m.** in the City of Kissimmee Commission Chambers, located on the first floor of City Hall, 101 Church Street, Kissimmee, Florida. The purpose of this Public Hearing is to make a recommendation to the City Commission to vacate a portion of the right-of-way.

The subject right-of-way is located South of **504 S. Randolph Ave**

Legal Description:

A portion of a Platted Right of Way located in Section 28, Township 25 South Range 29 East in the City of Kissimmee, Osceola County, Florida, described as follows:

Bounded on the North by the South line of Lot 2, Block 23 of W.A. Patrick & Co. & U.P. Hughey's Addition to Kissimmee City, Fla as recorded in Plat Book A, Page 001 of the Public Records of Osceola County, Florida; Bounded on the East by the West Right of Way line of South Randolph Ave; Bounded on the South by the North line of Lot 1, Block 5 of E.B. Waters & Son's Addition to Kissimmee City, according to the Plat thereof as recorded in Plat Book A, Page 19 of the Public Records of Osceola County, Florida.and Bounded on the West by the East Right of Way line of South John Young Parkway.

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 # ABDN-23-0001 PLANNING ADVISORY BOARD Kissimmee VFW Post 4225 RW Vacation 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. (FS 286.26)

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.

NOTICE OF PUBLIC HEARING PLANNING ADVISORY BOARD

The City of Kissimmee Planning Advisory Board will hold a Public Hearing on **Wednesday, August 7, 2024 at 6:00 p.m.** in the City of Kissimmee Commission Chambers, located on the first floor of City Hall, 101 Church Street, Kissimmee, Florida. The purpose of this Public Hearing is to make a recommendation to the City Commission to vacate a portion of the right-of-way.

The subject right-of-way is located North of **1700 Mill Slough Rd**

Legal Description

A Parcel Of Land Lying In The Southeast ¼ Of The Northeast 1/4 Of Section 14, Township 25 South, Range 29 East, Osceola County, Florida, Being More Particularly Described As:

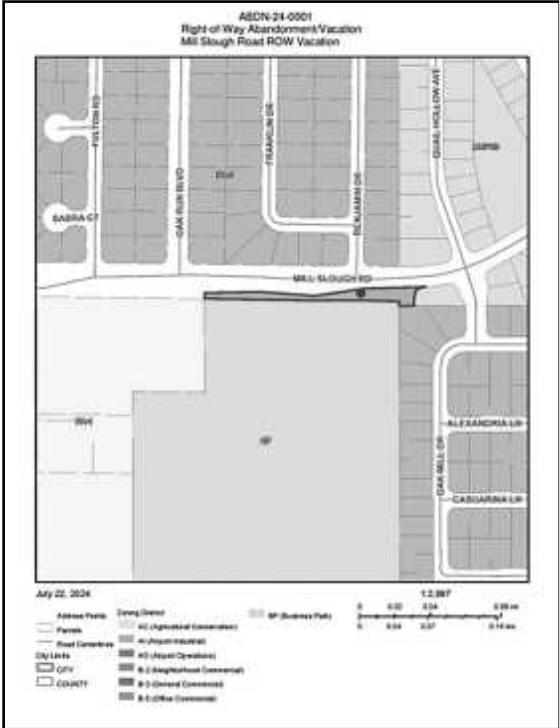
Begin At The Northeast Corner Of The Southeast ¼ Of The Northeast ¼ Of Said Section 14; Thence Run N89°47'22"W Along The North Line Of The Southeast ¼ Of The Northeast ¼ Of Said Section 14, A Distance Of 651.40 Feet; Thence Departing Said North Line Run N00°06'14"E, A Distance Of 9.68 Feet; Thence Run S88°11'31 "E, A Distance Of 57.52 Feet; Thence Run N83°00'21 "E, A Distance Of 44.12 Feet; Thence Run S78°23'08"E, A Distance Of 36.70 Feet;

Thence Run S89°57'53"E, A Distance Of 63.67 Feet; Thence Run S88°36'31"E, A Distance Of 149.09 Feet; Thence Run N79°53'33"E, A Distance Of 87.03 Feet; Thence Run N87°46'12"E, A Distance Of 135.88 Feet; Thence Run N89°27'39"E, A Distance Of 157.83 Feet To A Point On The Perimeter Of Lot 22, Quail Hollow Phase 2, According To The Plat Thereof, As Recorded In Plat Book 7, Page 163, Of The Public Records Of Osceola County, Florida, Said Point Lying On A Non- Tangent Curve, Concave To The Southeast, Having A Radius Of 30.00 Feet And A Central Angle Of 85°53'11"; Thence Run The Following Two (2) Courses Along Said Perimeter Of Lot 22: Run Southwesterly Along The Arc Of Said Curve, A Distance Of 44.97 Feet (Chord Bearing = S42°59'27"W, Chord = 40.88 Feet); Thence Run S00°02°51"W, A Distance Of 30.41 Feet To A Point On The North Line Of Lot 45, Oakbrook Estates, According To The Plat Thereof, As Recorded In Plat Book 11, Page 182, Of The Public Records Of Osceola County, Florida; Thence Run S89°51'01 "W Along Said North Line, A Distance Of 50.00 Feet To A Point On The East Line Of Aforesaid Southeast ¼ Of The Northeast ¼ Of Section 14; Thence Run N00°02'51"E Along Said East Line, A Distance Of 33.81 Feet To The Point Of Beginning.

Containing 0.27 Acres, More Or Less.

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 # ABDN-24-0001 PLANNING ADVISORY BOARD Mill Slough Road Right-of-Way Vacation 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. (FS 286.26)

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.

Brenda Ryan

From: Lizbeth Robles <lizbethl.robles@gmail.com>
Sent: Wednesday, August 14, 2024 4:15 PM
To: Brenda Ryan
Subject: Re: 1700 mill slough rd

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 afternoon,

The email would have been through erobles2169@gmail.com,

Around 2017-2018, this piece of land was unmarked and unacknowledged. My grandfather Gabriel Santiago was the person to identify this and bring it to the city, paying out of pocket to have this land measured, creating a written proposal and having that legally notarized. As well as up keeping this land throughout the years. He brought this paperwork to the city along with a letter and was told someone would follow up and they never did. The city never up kept or even acknowledged this until it was brought to their attention by my grandfather. When he went in a few years ago they said the land wasn't even in city records. I understand there are proceedings to this, however I do believe that this decision is unjust and would like to follow up or figure out how we can proceed with this.

I hope to hear from you soon.

On Wed, Aug 14, 2024 at 3:55 PM Brenda Ryan <BRENDA.RYAN@kissimmee.gov> wrote:

Ms. Robles,

Apologies for the delay. The Planning Advisory Board (PAB) changed the staff recommendation to vacate the area that is adjacent to your property. The PAB recommended to keep that area as part of the right of way that will be owned and maintained by the City.

I have looked our general Planning email and did not find any emails received from your email address. Please let me know if there is any additional clarification that is needed.

Brenda Ryan, AICP

Planning Manager, Development Services

City of Kissimmee

[101 Church Street, Suite 110](#)

[Kissimmee, FL 34741](#)

407.518.2104

Brenda.Ryan@kissimmee.gov



From: Linda Hansell <LINDA.HANSELL@kissimmee.gov>

Sent: Saturday, August 10, 2024 7:27 PM

To: Brenda Ryan <BRENDA.RYAN@kissimmee.gov>

Subject: Fwd: [1700 mill slough rd](#)

Begin forwarded message:

From: Lizbeth Robles <lizbethl.robles@gmail.com>

Date: August 10, 2024 at 6:02:00 PM EDT

To: Linda Hansell <LINDA.HANSELL@kissimmee.gov>

Subject: Re: [1700 mill slough rd](#)

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

Yes it was the Planning advisory board meeting. We had received written notice inviting us to attend.

Thank you, we look forward to hearing from you.

On Sat, Aug 10, 2024 at 6:00 PM Linda Hansell <LINDA.HANSELL@kissimmee.gov> wrote:

The Commission did not meet on Wednesday, did you attend the Planning Advisory Board meeting?

Our office reopens on Monday and we can look into your concerns then and get you in touch with the proper party.

Regards,
City Clerk's Office

On Aug 9, 2024, at 10:11 PM, Lizbeth Robles <lizbethl.robles@gmail.com> wrote:

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 afternoon,

I hope you are having a beautiful day thus far.

I am writing to gather further clarity on the land slot of [1700 mill slough rd](#) , directly behind 2418 quail hollow court. We were at the city meeting yesterday, Wednesday August 7 at 6pm. During this meeting we voiced our desire to obtain ownership of this small piece of land as we have been maintaining it and attempting to take ownership of it for years. Prior to this meeting we had sent various emails to the city as the section of land was unmarked on maps. We went about getting the land measured, getting photos & a notarized letter to which I received no response which is why we attended the meeting and voiced this. It was not clear to our knowledge what was decided and so I am writing this email to gain some clarity on it.

I look forward to hearing from you.

Thank you.

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.

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.



MEETING ACTIONS
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, AUGUST 7, 2024 AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Board Member Alex Alemi, Board Member Rebeca Marin, Board Member Diana Marrero-Pinto, Board Member Robert Spalding

Staff Present: Craig Holland, Development Services Director, Doug Etheredge, Assistant Director, Brenda Ryan, Planning Manager, John Rabon, Senior Planner, Ryan Altizer, Planner II, Kalanit Oded, Assistant City Attorney.

Members Absent: Board Member Robert Bussiere, Board Member Sylvette Santos

Board Member Diana Marrero-Pinto called the meeting to order at 6:00pm

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Diana Marrero-Pinto led the audience in the Pledge of Allegiance

3. MINUTES

3.A Approval of the May 15, 2024 Planning Advisory Board (PAB) meeting minutes.

Board Member Robert Spalding made a motion to Approve. Board Member Alex Alemi seconded the motion.

AYE: Board Member Spalding, Board Member Marrero-Pinto, Board Member Alemi, Board Member Marin

NAY: None

Motion to Approve Passed 4 - 0.

3.B Approval of the July 17, 2024 Planning Advisory Board (PAB) meeting minutes.

Board Member Alex Alemi made a motion to Approve w/Conditions. Board Member Robert Spalding seconded the motion.

AYE: Board Member Spalding, Board Member Marrero-Pinto, Board Member Alemi, Board Member Marin

NAY: None

Motion to Approve w/Conditions Passed 4 - 0.

4. OLD BUSINESS

5. NEW BUSINESS

- 5.A Public Hearing - Conditional Use with Site Plan Waiver to establish a childcare facility - Let the Children Come - 1504 Patrick St. - CU-23-0002

Board Member Robert Spalding made a motion to Approve w/Conditions. Board Member Alex Alemi seconded the motion.

AYE: Board Member Spalding, Board Member Marrero-Pinto, Board Member Alemi, Board Member Marin

NAY: None

Motion to Approve w/Conditions Passed 4 - 0.

5.B Public Hearing - Conditional Use with Site Plan Waiver to establish retail sales use. - 1220 Dyer Blvd. - CU-24-0009

Board Member Alex Alemi made a motion to Approve w/Conditions. Board Member Robert Spalding seconded the motion.

AYE: Board Member Spalding, Board Member Marrero-Pinto, Board Member Alemi, Board Member Marin

NAY: None

Motion to Approve w/Conditions Passed 4 - 0.

5.C Public Hearing - Resolution to vacate a portion of the McLaurin right-of-way located south of 504 S. Randolph Avenue- ABDN-23-0001

Board Member Alex Alemi made a motion to retain 15 foot eastern most right-of-way adjacent to Randolph Ave and construct a sidewalk. Board Member Diana Marrero-Pinto seconded the motion.

AYE: Board Member Marrero-Pinto, Board Member Alemi, Board Member Marin

NAY: Board Member Spalding

Motion to Approve w/Conditions Passed 3 - 1.

5.D Public Hearing - Resolution to vacate a portion of the Mill Slough Road right-of-way located north of 1630 and 1700 Mill Slough Road - ABDN-24-0001

Board Member Alex Alemi made a motion to exclude all the properties north of the fence line from the vacation. Board Member Rebeca Marin seconded the motion.

AYE: Board Member Marrero-Pinto, Board Member Alemi, Board Member Marin

NAY: Board Member Spalding

Motion to Approve w/Condition Passed 3 - 1.

6. PUBLIC HEARINGS

7. DISCUSSION

Board Member Alex Alemi made a motion to request to the City Commission to build sidewalks on properties for Item 5.C and 5.D.

Board Member Alex Alemi made a motion to Approve. Board Member Diana Marrero-Pinto seconded the motion.

AYE: Board Member Spalding, Board Member Marrero-Pinto, Board Member Alemi, Board Member Marin

NAY: None

Motion to Approve w/Conditions 4 - 0.

8. HEAR CHAIRMAN AND BOARD MEMBERS

9. ADJOURNMENT

There being no further business to come before the Planning Advisory Board, Vice-Chairman Diane Marrero-Pinto adjourned the meeting at 7:44 p.m.

City of Kissimmee
Development Review Committee
Kissimmee Utility Authority Comments Date: 05/30/2024

Date: 05/30/2024

1630 Mill Slough Road ABDN: 24-0001

Operations Department: Magdalena Fernandez

(407) 933-7777 ext. 6650

Comments:

Approved with conditions:

- 20 ft wide utility easement along all existing KUA facilities.
- Access for KUA line trucks to maintain and operate existing KUA facilities.

DEVELOPMENT PROJECT COMMENT FORM



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

DATE: 5/29/2024

PROJECT: Mill Slough Road Right-of-Way Vacation

DRC NUMBER: ABDN-24-0001

REVIEW NUMBER: 1

Review Status:
REVISE & RESUBMIT

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

GENERAL INFORMATION:

1. Please provide the following:
 - a) Reason for the request to abandon. Ref. LDC §14-3-47(B)(1)(c)
 - b) Names and addresses of the owners and occupants of real property bounding and abutting the street. Ref. LDC §14-3-47(B)(1)(d)
2. Confirm survey file named "BOUDARY SURVEY-1630 MILL SLOUGH RD" is not part of area of right-of-way vacation.
3. There is a section of right-of-way without a sidewalk connection in this area. The City may want to retain an access easement over this area for future connection. Ref. §14-3-47(E)(1,2)



ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):

GENERAL:

- Please login to the Citizen Self Service portal at <http://www.kissimmee.gov/energov> to upload any revisions to plans and/or response to comments.
- If you have any questions regarding the comments/conditions above, please use the contact information provided above.

###



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

ADDRESS: S. of Mill Slough Rd., east of Denn John Lane
PLAN NUMBER: ABDN-24-0001 – Mill Slough Rd. ROW Vacation/Abandonment

DATE: 5/30/2024

**Review Status:
APPROVED WITH CONDITIONS.**

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

1. Approval of this City initiated right-of-way vacation as described and depicted in the sketch legal description.
2. The easement is approximately 0.27 acres and varies in width and is approximately +/- 4 ft. wide by 701.40 linear ft long.
3. This right-of-way vacation is subject to utility provider(s) or other public agencies approvals and conditions and also subject to City Attorney, City Engineer, City Surveyor, and City Commission approval.

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

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

TRANSMITTAL FOR PLAN REVIEW

ADDRESS: 1700 Mill Slough Road, Kissimmee, FL 34744
PERMIT NUMBER: ABDN-24-0001

DATE: 5/20/2024

This permit has been.

APPROVED WITH CONDITIONS.

TOHO WATER AUTHORITY – Heather Farrow- 407.944.5097- hfarrow@tohowater.com

Please see below the comments/conditions:

- **Shall provide blanket easement dedicated to Toho Water Authority.**

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.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE RUN N89°47'22"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14, A DISTANCE OF 651.40 FEET; THENCE DEPARTING SAID NORTH LINE RUN N00°06'14"E, A DISTANCE OF 9.68 FEET; THENCE RUN S88°11'31"E, A DISTANCE OF 57.52 FEET; THENCE RUN N83°00'21"E, A DISTANCE OF 44.12 FEET; THENCE RUN S78°23'08"E, A DISTANCE OF 36.70 FEET; THENCE RUN S89°57'53"E, A DISTANCE OF 63.67 FEET; THENCE RUN S88°36'31"E, A DISTANCE OF 149.09 FEET; THENCE RUN N79°53'33"E, A DISTANCE OF 87.03 FEET; THENCE RUN N87°46'12"E, A DISTANCE OF 135.88 FEET; THENCE RUN N89°27'39"E, A DISTANCE OF 157.83 FEET TO A POINT ON THE PERIMETER OF LOT 22, QUAIL HOLLOW PHASE 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 163, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT LYING ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 85°53'11"; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID PERIMETER OF LOT 22: RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 44.97 FEET (CHORD BEARING = S42°59'27"W, CHORD = 40.88 FEET); THENCE RUN S00°02'51"W, A DISTANCE OF 30.41 FEET TO A POINT ON THE NORTH LINE OF LOT 45, OAKBROOK ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE 182, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN S89°51'01"W ALONG SAID NORTH LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF AFORESAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14; THENCE RUN N00°02'51"E ALONG SAID EAST LINE, A DISTANCE OF 33.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.27 ACRES, MORE OR LESS.

ABBREVIATIONS/LEGEND

SEC. SECTION
O.R.B. OFFICIAL RECORDS BOOK
PGS. PAGES
TEMP. TEMPORARY
R RADIUS
L LENGTH
CB CHORD BEARING
CD CHORD DISTANCE
Δ CENTRAL ANGLE
○ DESCRIPTIVE POINT

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS. THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY. NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: CITY OF KISSIMMEE

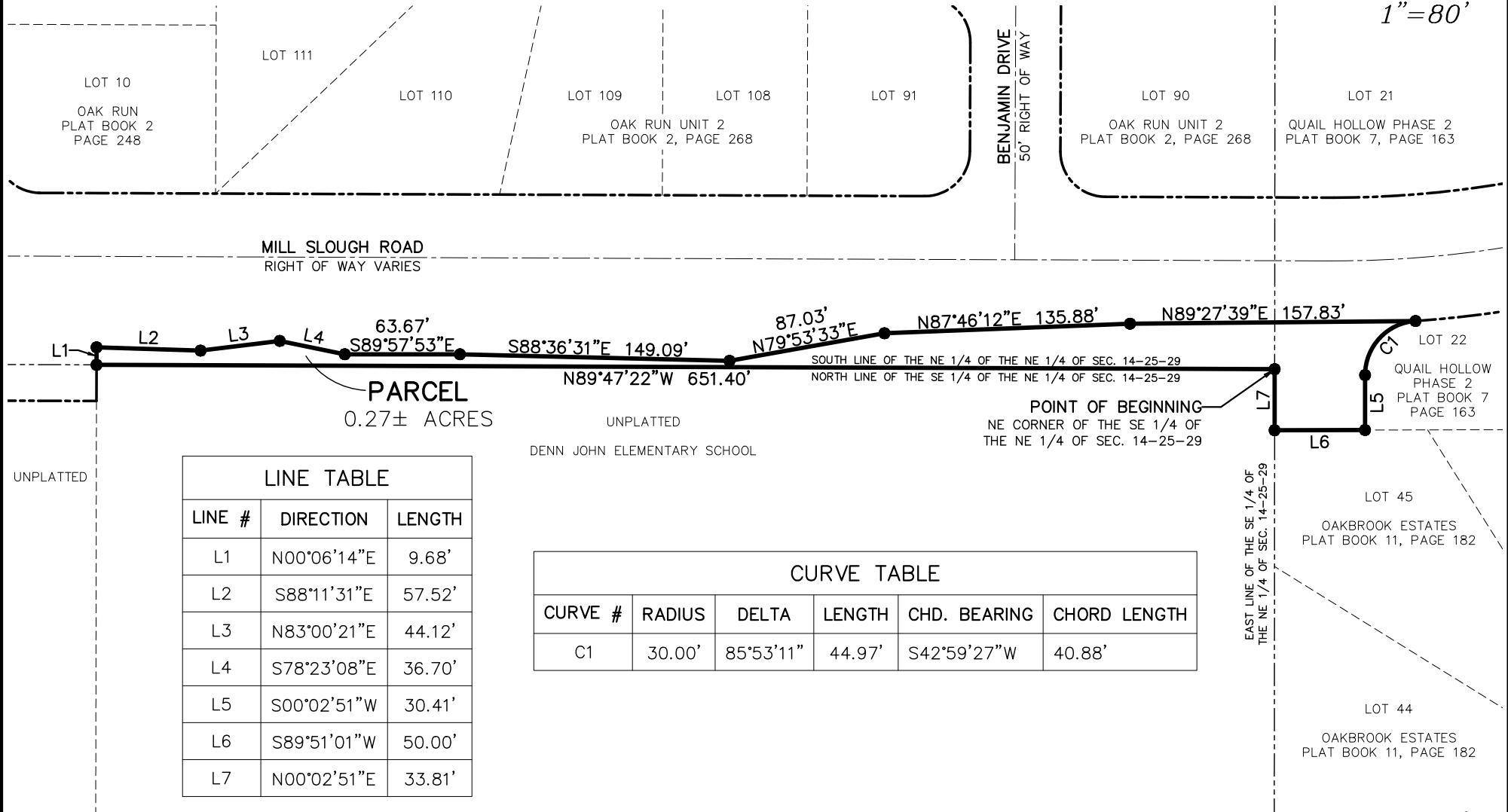
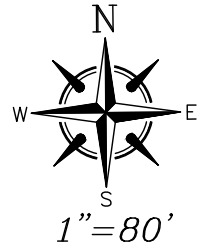
DATE OF SKETCH	3/25/24	REVISIONS	
SCALE	1" = 80'		
F.B.	PAGE		
SECTION	14		
TWP.	25 S., RNG. 29 E.		
JOB NO.	23-535	SHEET 1 OF 2	



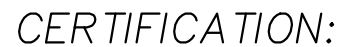
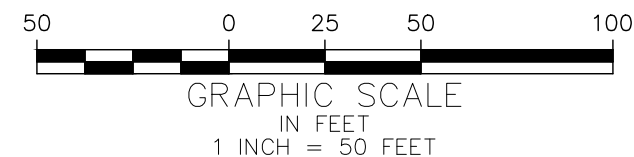
JOHNSTON'S SURVEYING INC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140 LB 966

R.D.B. 03-25-2024
RICHARD D. BROWN, P.S.M. #5700 (DATE)
NOTE: NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND SEAL.

SKETCH OF DESCRIPTION



JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140 LB 966



SECTION 14, TWP. 25 S., RGE. 29 E.

SECTION 11: PART 23-53, RDB 23-53				
REVISIONS		RIGHT-OF-WAY EXHIBIT		
DRAWN BY: AB	CHECKED BY: RDB	SCALE: 1"=50'	SURVEY DATE 12/14/23	JOB# 23-535

RICHARD D. BROWN P.S.M.
FLA. CERT. NO. 5700

(C)	CALCULATED
(D)	DESCRIBED
(M)	MEASURED
(P)	PLAT
AC	ACRE
ASPH.	ASPHALT
B.K.	BOOK
B.M.	BENCHMARK
C.B.	BAILED WIRE FENCE
C.B.	CHORD BEARING
C.B.S.	CONCRETE BLOCK
	AND STUCCO
CH.	CHORD
C/L	CENTERLINE
CLF	CHAINLINK FENCE
CONC.	CONCRETE
COR.	CORNER
D.B.	DEED BOOK
L.B.	LICENSED BUSINESS
L.F.E.	LOWEST FLOOR ELEVATION
L.S.	LICENSED SURVEYOR
	MINUTES
±	MORE OR LESS
N&D	NAIL & DISC
O.R.	OFFICIAL RECORDS
O.R.B.	OFFICIAL RECORD BOOK
P.	PROPOSED
P.C.	POINT OF CURVE
P.C.	PERMANENT CONTROL POINT
P.G.	PAGE
P.I.	POINT OF INTERSECTION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.A.	POINT OF REVERSE CURVE

A	DEGREES
(D)	DELTA
D.U.E.	DESCRIBED
D.E.	DRAINAGE & UTILITY
E.P.	EASEMENT
EL.	DEMANE & EASEMENT
EXIST.	EDEGE OF PAVEMENT
EX.	ELEVATION
F/F.	EXISTING
FRM.	FOUND
G.F.E.	FINISHED FLOOR
I.D.	FRAME
I.N.V.	GARAGE FINISH FLOOR
INR.	DRIVEWAY FENCE
IR.	IDENTIFICATION
L.	INVERT
P.R.M.	IRON ROD
P.S.M.	LENGTH
P.T.	PERMANENT REFERENCE
P.V.C.	MONUMENT
R.C.P.	PROFESSIONAL SURVEYOR
RGE.	& MARKS
R/W	POINT OF TANGENT
SECT.	POLYVINYL CHLORIDE PIPE
SAN.	REINFORCED CONC. PIPE
T.P.	RANGE
U.F.	RIGHT OF WAY
U.V.	SECTION
	SECONDS
	SANITARY
	TANGENT
	TOWNSHIP
	UTILITY, EASEMENT

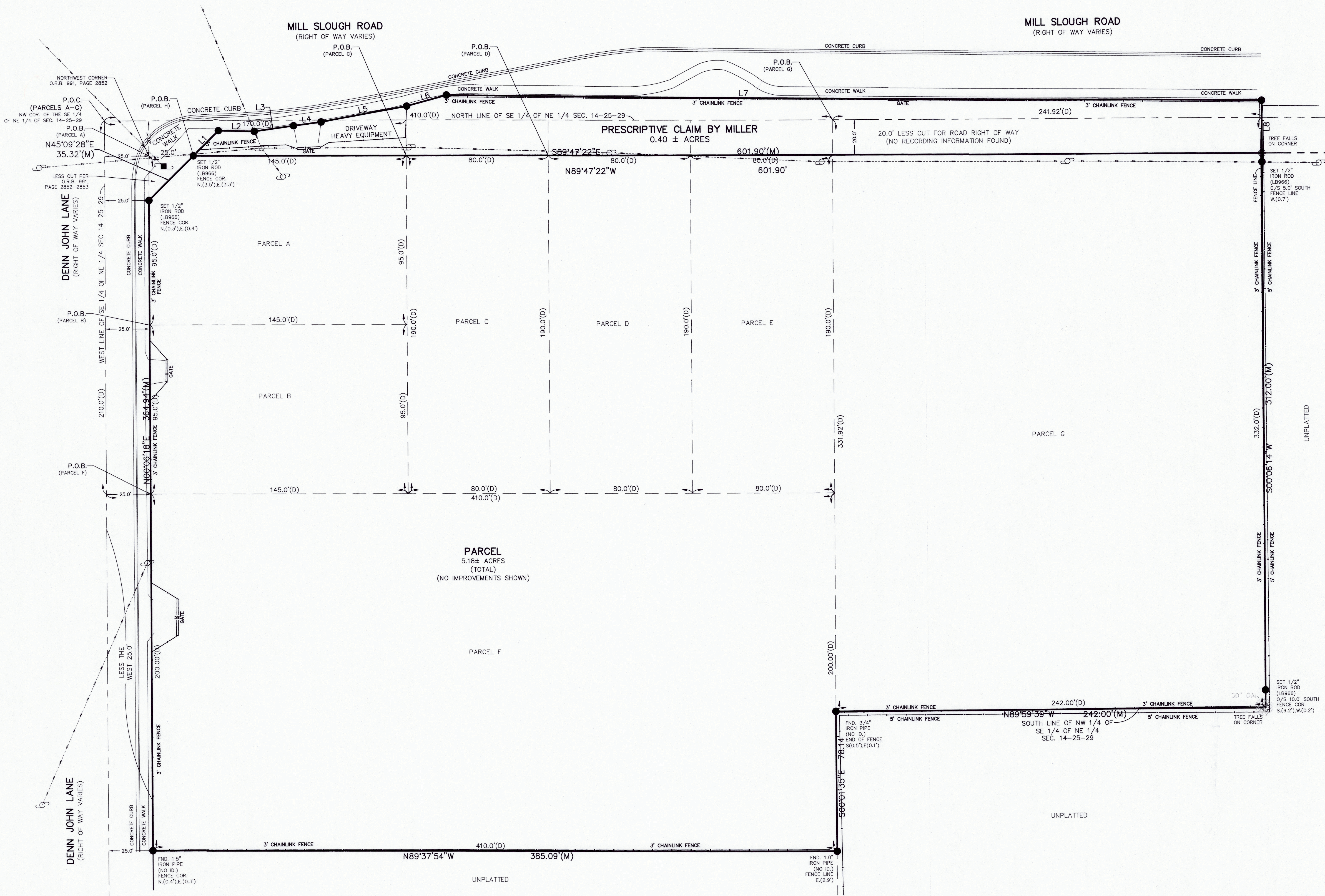
- BENCHMARK
- WOOD POWER POLE
- CONCRETE POWER POLE
- METAL POWER POLE
- GUY WIRE ANCHOR
- WOOD LIGHT POLE
- CONCRETE LIGHT POLE
- MLP
- METAL LIGHT POLE
- FIBERGLASS LIGHT POLE
- FIRE HYDRANT
- WATER VALVE
- WELL
- WATER METER
- RECLAIMED WATER VALVE
- RECLAIMED WATER METER
- AIR RELEASE VALVE
- CLEAN OUT
- SANITARY M.HOLE
- STORM M.HOLE
- GAS METER
- GAS VALVE
- CABLE TV RISER
- TELEPHONE RISER
- TELE. CONTROL BOX
- ELECTRIC TRANSFORMER
- ELEC. SERVICE METER
- TRAF. CONTROL BOX
- BOLLARD
- SIGN

	BARBED WIRE FENCE
	WOOD FENCE
	CHAINLINK FENCE
	UNDERGROUND POWER LINE
	OVERHEAD POWER LINE
	BURIED TELEPHONE
	BURIED GAS MAIN
	BURIED WATER MAIN
	UNDER ROOF

SURVEYOR'S NOTES:

ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 12097C0060G DATED JUNE 18, 2013, THE LAND AND THE IMPROVEMENTS AS SHOWN HEREON ARE NOT WITHIN A 100-YEAR FLOOD HAZARD ZONE. THE LAND IS IN ZONE "X".

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140 LB 966



LEGAL DESCRIPTION:

PARCEL A:
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, RUN THENCE EAST 25 FEET AND RUN THENCE SOUTH 20 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; CONTINUE THENCE SOUTH 95 FEET, RUN THENCE EAST 145 FEET, RUN THENCE NORTH 95 FEET AND RUN THENCE WEST 145 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED.

PARCEL B:
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, RUN THENCE EAST 25 FEET AND RUN THENCE SOUTH 115 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; CONTINUE THENCE SOUTH 95 FEET, RUN THENCE EAST 145 FEET, RUN THENCE NORTH 95 FEET, AND RUN THENCE WEST 145 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED.

PARCEL C:
BEGINNING AT THE NW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, RUN THENCE EAST 250 FEET AND RUN THENCE SOUTH 20 FEET TO THE POINT OF BEGINNING OF THE LANDS DESCRIBED HEREIN; CONTINUE THENCE SOUTH 190 FEET; RUN THENCE EAST 80 FEET; RUN THENCE NORTH 190 FEET AND RUN THENCE WEST 80 FEET TO THE POINT OF BEGINNING.

PARCEL D:
BEGINNING AT THE NW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, RUN THENCE EAST 250 FEET AND RUN THENCE SOUTH 20 FEET TO THE POINT OF BEGINNING OF THE LANDS DESCRIBED HEREIN; CONTINUE THENCE SOUTH 190 FEET; RUN THENCE EAST 80 FEET; RUN THENCE NORTH 190 FEET; AND RUN THENCE WEST 80 FEET TO THE POINT OF BEGINNING.

PARCEL E:
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION FOURTEEN (14), IN TOWNSHIP 25 SOUTH, RANGE 29 EAST, RUN THENCE EAST 330 FEET AND RUN THENCE SOUTH 20 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; CONTINUE THENCE SOUTH 190 FEET, RUN THENCE EAST 80 FEET, RUN THENCE NORTH 190 FEET, AND RUN THENCE WEST 80 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED.

PARCEL F:
BEGINNING AT THE NW CORNER OF THE SE QUARTER OF THE NE QUARTER OF SECTION 14, TOWNSHIP 25 S, RANGE 29 E, OSCEOLA COUNTY, FLORIDA, AND RUN THENCE S 210 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE RUN E 410 FEET; THENCE RUN S 200 FEET; THENCE RUN W 410 FEET; AND THENCE RUN N 200 FEET TO SAID POINT OF BEGINNING, LESS 25 FEET ON THE W SIDE OF SAID LAND WHICH HAS BEEN SET ASIDE FOR ROAD PURPOSES.

PARCEL G:
THE NORTH ONE HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, LESS AND EXCEPT THE WEST 410.0 FEET THEREOF, SUCH PARCEL AND TRACT MAY ALSO BE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 410.0 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, SAID POINT BEING ON THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4), CONTINUE THENCE EAST, 241.92 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4) OF NORTHEAST QUARTER (NE 1/4); RUN THENCE SOUTH 332.0 FEET, TO THE SOUTHEAST CORNER OF THE NORTH ONE HALF OF SAID NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4) OF NORTHEAST QUARTER (NE 1/4); RUN THENCE WEST, ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4) OF NORTHEAST QUARTER (NE 1/4), 242.0 FEET; RUN THENCE NORTH, PARALLEL TO THE WEST LINE OF SAID SOUTHEAST QUARTER (SE 1/4) OF NORTHEAST QUARTER (NE 1/4), 331.92 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).

UNLESS OTHERWISE NOTED, PLAT INFORMATION IS EQUAL TO FIELD MEASURED DATA.

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. 12097C0060G DATED JUNE 18, 2013, THE LAND AND THE IMPROVEMENTS AS SHOWN HEREON ARE NOT WITHIN A 100-YEAR FLOOD HAZARD ZONE. THE LAND IS IN ZONE "X".

ALL PARCELS SHOWN HEREON ARE CONTIGUOUS, WITHOUT GAP, GORE, OR HIATUS.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N45°09'28"E	20.08'
L2	S88°29'05"E	20.23'
L3	N82°04'13"E	22.43'
L4	N82°40'07"E	15.64'
L5	N79°47'22"E	49.03'
L6	N74°33'51"E	23.26'
L7	S89°14'08"E	459.14'
L8	S00°06'14"W	29.68'

PREScriptive CLAIM BY MILLER:
A PARCEL OF LAND BEING A PORTION OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; THENCE EAST 25.00 FEET; THENCE SOUTH 20.00 FEET TO A POINT MARKING THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 991, PAGE 2852, OSCEOLA COUNTY, FLORIDA; THENCE EAST 25.00 FEET TO THE POINT OF BEGINNING; THENCE N45°09'28"E, A DISTANCE OF 20.08 FEET; THENCE S88°29'05"E, A DISTANCE OF 20.23 FEET; THENCE N82°04'13"E, A DISTANCE OF 22.43 FEET; THENCE N82°40'07"E, A DISTANCE OF 15.64 FEET; THENCE N79°47'22"E, A DISTANCE OF 49.03 FEET; THENCE N74°33'51"E, A DISTANCE OF 23.26 FEET; THENCE S89°14'08"E, A DISTANCE OF 459.14 FEET; THENCE S00°06'14"W, A DISTANCE OF 29.68 FEET; THENCE N89°47'22"W, A DISTANCE OF 601.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,473 SQUARE FEET OR 0.40 ACRES, MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY TO:
JEFFORDS D. & LAURA J. MILLER

RICHARD D. BROWN, P.S.M.
STATE OF FLORIDA
REGISTRATION NO. 5700
(NOT VALID WITHOUT SIGNATURE, SEAL OR ELECTRONIC SIGNATURE FROM A THIRD PARTY.)

BOUNDARY SURVEY

1630 MILL SLOUGH ROAD, KISSIMMEE, FLORIDA 34744

REVISIONS
ADDED PREScriptive CLAIM 7/21/2023

F.B. 1143 PGS. 67-68
ROAD FILE # 18-012 BOUNDARY.DWG

DATE OF SURVEY 7/6/23 JOB #18-012 SCALE: 1"=30' DRAWN BY: AB [CHECKED BY: RDB]

NAVD 1988 VERTICAL DATUM

SECT. 14 TWP. 25 S. RGE. 29 E.

JOHNSTON'S SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

LB 966 SHEET 1 OF 1

ITEM 7.A**Approval of City Commission Minutes from the September 17, 2024 meeting****Request**

Request Commission approval of the September 17, 2024 Commission Minutes.

Explanation

Minutes of the Commission meeting held on September 17, 2024 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. (S) - CCM MIN SEP 17 2024



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, SEPTEMBER 17, 2024 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, Deputy City Clerk Tameara Crespo

Staff Absent: City Clerk Linda Hansell

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 - Hispanic Heritage Month

To present a proclamation to *Escuela de Bomba y Plena Tata Cepeda* in honor of Hispanic Heritage Month.

City Manager Steigerwald read a proclamation in honor of Hispanic Heritage Month as the Mayor and Commissioners presented the proclamation to Barbara Liz Ortiz Cepeda.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second & Final Reading - Proposed Ordinance #24-12 Amending the City Investment Policy

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, DIVISION 3, INVESTMENTS, PROVIDING FOR MODIFICATIONS TO THE CITY'S INVESTMENT POLICY OF CITY FUNDS PURSUANT TO REQUIREMENTS OF FLORIDA STATUTE 218.415; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE

Approval of the Second & Final Reading of Proposed Ordinance #24-12 to amend the City's Investment Policy.

City Attorney Sanchez de Fuentes read Ordinance #3107 by title. Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Eady moved to adopt Ordinance #3107. 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.

4.B Public Hearing - Second & Final Reading - Proposed Ordinance #24-13 Amending the Code of Ordinances, Chapter 8, Aviation, to implement an Airport Aircraft Landing Fee and Airspace Zoning

AN ORDINANCE AMENDING THE CODE OF ORDINANCE FOR THE CITY OF KISSIMMEE, CHAPTER 8, AVIATION, AMENDING ARTICLE III, AIRPORT REGULATIONS, ADOPTING A TRANSIENT AIRCRAFT LANDING FEE POLICY; RE-ADOPTING ARTICLE V, AIRSPACE ZONING; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Approval of the Second & Final Reading of Proposed Ordinance #24-13 to implement an Airport Aircraft Landing Fee and Airspace Zoning.

City Attorney Sanchez de Fuentes read Ordinance #3108 by title.

Airport Director Shaun Germolus presented a PowerPoint Presentation attached to the agenda. He reviewed the intentions of the landing fees stating the Federal Aviation Authority ("FAA") recognizes this financial strategy to help lighten the burden of general aviation costs. The landing fee amount proposed was determined based on both a National and Florida average, which the City believes is a fair and reasonable rate. If implemented, the City will produce an annual collection and distribution report detailing how the funds will be expended.

Mayor Gonzalez announced the Public Hearing and opened the floor for public comment.

Non-attendees in opposition shared remarks to the City via email in advance of the meeting (Exhibit "A"). The individuals in attendance addressed the Commission and provided comments for disapproval.

The following individuals spoke in opposition: David G, Kt Buddy Jones, Lukas Dudek, John Hynes, Johnnie Baizoe, William Busch, Ron Creel (Exhibit "B"), Stacey Heaton, David Mead, Dr. Troy Techau (Exhibit "C"), John Grones, Sean Clavay, Ron Serra, Cliff Clover, Terry Lloyd, Sharon Serra, Matt Serra, and Bob Brown.

City Manager Steigerwald stated the item was advertised in accordance with Chapter §166 of the Florida Statutes and provided clarification on some of the comments made by opposing attendees.

Commissioner Eady and Commissioner Alvarez spoke with members of the audience regarding flight schools, transient aircraft, the financial affects landing fees could have on aviation students, the wear and tear of the runway during stop and go touchdowns, design and infrastructure differences based upon aircraft models, the types of aircraft exempted from the landing fees, cost of ownership and operation of aircraft, safety concerns, legal concerns for the proposed agreement with Vector, and differences between landing fees, FBO fees, parking fees, fuel taxes, and other expenditures incurred by aviation

professionals.

Commissioner Alvarez proposed the policy (item 7.H. on consent) be amended from a three-year to a one-year trial period. Commissioner Martinez also recommended restructuring the language of the policy and possibly placing a “cap” on fees in certain circumstances. Director Germolus urged the Commission to be mindful of financial caps, since the law requires all fees be fair and reasonable, and making exceptions to a particular group over another could be viewed discriminatory.

City Manager Steigerwald expressed that the other part of the ordinance importantly places airspace zoning back into the City Code. Approving the ordinance would give the City the right to implement fees but the policy does not have to be approved tonight. Commission consensus is to adopt the Ordinance and remove item 7.H. and 7.J from the consent agenda to discuss at a later date.

Commissioner Eady moved to adopt Ordinance # 3108. 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.

4.C Public Hearing - First Reading - Proposed Ordinance #24-15 - Amending Land Development Code, Chapter 14-10-8, Dumpsters

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 14-10, SUBDIVISION AND SITE DESIGN; PUBLIC IMPROVEMENTS, 14-10-8, DUMPSTERS, PROVIDING REGULATIONS FOR DUMPSTERS LOCATED FIFTY FEET FROM A WATERBODY; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith, AND PROVIDING AN EFFECTIVE DATE.

Request approval of the First Reading of Proposed Ordinance #24-15, amending the Land Development Code, Chapter 14-10-8, Dumpsters, providing for regulations for dumpsters located fifty feet from a body of water.

Commissioner Alvarez requested a revision to the ordinance language prior to second reading to include protection of wild life. Staff will amend the ordinance language accordingly prior to final reading.

City Attorney Sanchez de Fuentes read Proposed Ordinance #24-15 by title.

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

Commissioner Carlos Alvarez moved to approve the First Reading of Proposed Ordinance # 24-15. Commissioner Olga Castano seconded the motion.

Motion carried 5 - 0.

5. PUBLIC HEARINGS

5.A Public Hearing - Adoption by Resolution of the Final Millage Levy and Final Budget for Fiscal Year 2024-2025

Adoption by Resolution of the Final Millage Levy of 4.6253 mills and Final Budget of \$273,937,602 for Fiscal Year 2024-2025.

Mayor Gonzalez announced the Proposed Operating Millage is 4.6253 which is 5.40% more than the Rolled Back Rate of 4.3885.

City Attorney Sanchez de Fuentes read Resolution #21-2024 by title.

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

Commissioner Eady made a motion to adopt Resolution #21-2024. Commissioner Castano seconded the motion.

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

NAY: None

Motion carried 5 - 0.

Mayor Gonzalez announced the Final Budget Resolution for Fiscal Year 2024-2025 will adopt a Final Budget of \$273,937,602.

City Attorney Sanchez de Fuentes read Resolution #22-2024 by title.

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

Commissioner Castano made a motion to adopt Resolution #22-2024. Commissioner Martinez seconded the motion.

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

NAY: None

Motion carried 5 - 0.

5.B Public Hearing - Resolution Authorizing the Issuance of Capital Improvement Revenue Bonds, Series 2024 and Other Actions Concerning the Authorization of the Series 2024 Bonds

Approval of a Resolution authorizing the issuance of not to exceed \$79,000,000 Capital Improvement Revenue Bonds, Series 2024, along with various other actions necessary for the issuance of the bonds.

City Manager Steigerwald reviewed the projects that would benefit from the bond series. After holding the public hearing, staff recommends approval.

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

Commissioner Martinez made a motion to adopt Resolution #23-2024. Commissioner Castano seconded the motion.

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

NAY: None

Motion carried 5 - 0.

5.C Public Hearing - Supplemental Resolution for Capital Improvement Revenue Bonds, Series 2024

Approval of a Supplemental Resolution authorizing the negotiated sale of not to exceed \$79,000,000 Capital Improvement Revenue Bonds, Series 2024, along with various other actions necessary for the sale and issuance of the Series 2024 Bonds.

City Manager Steigerwald stated that after holding the Public Hearing, staff recommends approval.

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

Commissioner Castano made a motion to adopt Resolution #24-2024. Commissioner Alvarez seconded the motion.

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

NAY: None

Motion carried 5 - 0.

5.D Public Hearing - Resolution to vacate a portion of the McLaurin right-of-way located south of 504 S. Randolph Avenue- ABDN-23-0001

Approval to adopt a resolution to vacate 0.18 acres, more or less, of right-of-way located south of 504 S. Randolph Ave. that has a Mixed-Use Urban Corridor (T5-U) Zoning designation.

Planning Manager Brenda Ryan reviewed the details of the right of way attached to the agenda. Staff received no objections or public comment and have not been able to complete a full assessment or determine a funding source at this time. Staff recommends vacating the parcel, deferring construction of the sidewalk, and placing an easement over the vacated area.

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

Commissioner Eady made a motion to adopt Resolution #25-2024. Commissioner Alvarez seconded the motion.

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

NAY: None

Motion carried 5 - 0.

5.E Public Hearing - Resolution to vacate a portion of the Mill Slough Road right-of-way located north of 1630 and 1700 Mill Slough Road - ABDN-24-0001

Approval of a resolution to vacate 0.67 acres, more or less, of right-of-way located north of 1630 and 1700 Mill Slough Road that has a Single Family Residential (RA-1) and Community Facilities (CF) Zoning designations.

Planning Manager Brenda Ryan reviewed the details of the right of way attached to the agenda. Staff have not been able to complete a full assessment or determine a funding

source at this time. Staff recommends vacating the parcel, deferring construction of the sidewalk, and placing an easement over the vacated area.

Mayor Gonzalez announced the Public Hearing.

Andres Quiles, 2418 Quail Hollow addressed the Commission and expressed his intent to acquire the portion behind the fenced area near his property line. A discussion was held between the owner, staff, and the commission regarding the boundary and vacation map, which posed questions on ownership. City Manager Steigerwald identified on the map that the owners of 2418 Quail Hollow and 2402 Oak Mill Drive both could be entitled to a portion, and that would need to be addressed between the owners.

Alex Alemi, 424 Lakeshore Blvd, advised against vacating the entire parcel due to concerns brought by the Planning Advisory Board relating to the sidewalk near the school.

City Attorney Sanchez de Fuentes recommended continuance of the item until staff is able to identify the portions in question and discuss ownership solutions.

Commissioner Castano made a motion to continue the item to the October 1, 2024, meeting. Commissioner Alvarez seconded the motion.

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

NAY: None

Motion carried 5 - 0.

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

Alex Alemi, 424 Lakeshore Blvd, spoke on his support of item 7.C. on consent, the Resolution adopting a Vision Zero Action Plan.

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 Martinez made a motion to approve the Consent Agenda minus items 7.H. and 7.J. Commissioner Castano seconded the motion.

Motion carried 5-0.

- 7.A Approval of City Commission Minutes from the September 3, 2024 City Commission meeting
Request Commission approval of the September 3, 2024, Commission Minutes.
- 7.B Adoption of the City of Kissimmee Financial Management Policy
Approval of the proposed Financial Management Policy and permission for the City Manager to approve any immaterial changes in the future.
- 7.C Resolution to adopt the Vision Zero Action Plan
Approval of a resolution adopting the Vision Zero Action Plan with the goal to set targets for reaching zero traffic fatalities and serious injuries on roadways by 2050.

Resolution #26-2024

- 7.D High Intensity Drug Trafficking Grant funding from the Seminole County Sheriff's Office
 Authorize the Chief of Police to execute the High Intensity Drug Trafficking (HIDTA) Agreements (Grant HIDTA-DEA24 and Grant HIDTA-23) with the Seminole County Sheriff's Office in the amount of \$31,747.00 each, amending the budget and reclassifying expenses accordingly.
- 7.E Extension of the Professional Services Contract with Purvis and Gray Company, LLP to perform auditing services for the Fiscal Year Ending 2024
 Commission approval to extend the audit services contract with Purvis Gray and Company, LLP (contract #20240269) for auditing services for the fiscal year ending 2024.
- 7.F Interlocal Agreement between School District of Osceola County and the City of Kissimmee for School Resource Officers
 Approval of the Interlocal Agreement relating to School Resource Officers at each district public school (Contract #20240087).
- 7.G Sonoma Resort at Tapestry, Phase 2B – Subdivision Final Acceptance
 Requesting City Commission acceptance of the subdivision improvements for the subdivision known as Sonoma Resort at Tapestry, Phase 2B. (Contract -20240506)
- 7.H Resolution to Amend Rates & Charges Policy for Kissimmee Gateway Airport
 Approval to amend the Rates & Charges Policy by Resolution for Kissimmee Gateway Airport (KISM) approved on October 20, 2020.
- Item was removed from the agenda and will be brought back at a later date.
- 7.I Third Amendment to Extend Ground Lease for YMCA
 Request approval for a Third Amendment to the existing YMCA ground lease for land parcel located at the Kissimmee Gateway Airport, contract # 20240322 for one additional year.
- 7.J Transient Aircraft Landing Fee Process Agreement With Vector Airport Systems, LLC
 Request approval of contract # 20240437 with Vector Airport Systems, LLC to identify, invoice and collect transient aircraft landing fees on behalf of the Kissimmee Gateway Airport at a cost of 15% of landing fees collected for three years.
- Item was removed from the agenda and will be brought back at a later date.
- 7.K State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement between the City of Kissimmee, Osceola County Council on Aging, and Madlene Louisjeune
 Approval to execute State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement, Contract #20240039, between the City of Kissimmee, Osceola County Council on Aging, and Madlene Louisjeune in the amount of \$24,300 for the rehabilitation of 1809 Cornett Place, Kissimmee 34741.
- 7.L 2025/26 Florida Recreational Development Assistance Program Grant Applications
 Approval to submit two (2) 2025/26 Florida Recreational Development Assistance Program (FRDAP) Grants in the amount of \$50,000 each to support Mill Slough Park and Quail Hollow Park
- 7.M TRAIL-GO Local Trail Management Grant Applications
 Approval to submit two (2) TRAIL-GO Local Trail Management Grants in the amount of \$105,000 and \$200,000 to support the Shingle Creek Regional Trail and Blueway.

- 7.N Award City Signature Festival/Events performance and production services agreement for RFP 2024-006
Award City Signature Festival/Events Performance and Production Services Agreement to aXis Productions & Events for services described in RFP 2024-006 in the amount of \$131,250, city contract 20240513, and authorize the City Manager to execute any modifications or renewals of this Agreement.
- 7.O Construction Manager at Risk Continuing Services
Approve agreements (contract # 2024-0512) with Balfour Beatty Construction, LLC, Core Construction Services of Florida, LLC, Charles Perry Partners, Inc., Votum Construction and Wharton-Smith, Inc. to provide Construction Manager at Risk services.
- 7.P FY 2024 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation from the U.S. Department of Justice
Approval to apply for the FY 2024 Bureau of Justice Affairs (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation from the United States Department of Justice Office. (Grant JAG26).
- 7.Q Interlocal Agreement for Intergovernmental Radio Communications
Approval to enter into an updated Interlocal Agreement for the continued access and use of the Osceola County Intergovernmental Radio Communications System (Contract #20240002).
- 7.R Resolution to Approve the Florida Department of Transportation Community Aesthetic Feature Agreement
Adoption of a Resolution approving the Florida Department of Transportation Community Aesthetic Feature Agreement # 20240503.

Resolution #27-2024
- 7.S Ratification of Collective Bargaining Agreements with the Florida State Lodge Fraternal Order of Police, Inc. representing the Police Officers, Corporals and Detectives Unit, and the Sergeants Unit.
Commission ratification of the amendments to both Collective Bargaining Agreements (CBA) with the Florida State Lodge Fraternal Order of Police, Inc. (FOP) representing the Kissimmee Police Officers, Corporals and Detectives Units, and the Sergeants Unit (contract #20240423).
- 7.T Purchase Replacement Self-Contained Breathing Apparatus Unit for Fire Department Personnel
Approval to purchase Draeger SCBAs through Municipal Equipment Florida, per quote #447144-00, for a total of \$443,298.80 and approval to allow the City Manager to execute any agreement or amendment required to purchase these Self-Contained Breathing Apparatus (SCBA).
- 7.U Resolution Authorizing the creation of a Debt Issuance and Management Policy
Approve the Resolution to create a Debt Issuance and Management Policy.

Resolution #28-2024

8. DISCUSSION ITEMS

- 8.A Kissimmee Main Street Annual Update and Funding Agreement for FY 2024-25
Kissimmee Main Street Annual Update and Approval of Funding Agreement #20240495 for Fiscal Year 2024-2025.

CRA Manager Samia Singleton, introduced Executive Director Diana Marrero Pinto of Kissimmee Main Street, to provide the annual update. Ms. Marrero Pinto presented a video to the commission which reviewed many events, accomplishments, services and programs Kissimmee Main Street has offered throughout the last year. Commissioner Martinez sought to assist with additional staffing of Kissimmee Main Street as services and events continue to expand. Ms. Marrero Pinto noted it would be helpful to have her part-time marketing position go full-time to continue the efforts. The organization passed out small gifts of appreciation to each commissioner for their continued support of the operation.

Commissioner Martinez made a motion to approve. Commissioner Alvarez seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez
NAY: None

Motion carried 5 - 0.

8.B UCF Small Business Development Center Annual Update and Funding Agreement for FY2024-25

Presentation and approval of the Small Business Development Center Agreement # 20240485 for Fiscal Year 2024-2025.

CRA Manager Samia Singleton, introduced Director Raphael Pratt to provide the annual presentation. He reviewed a PowerPoint attached to the agenda and passed out an informational packet to the Commission for review (Exhibit " D").

Commissioner Castano made a motion to approve. Commissioner Eady seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez
NAY: None

Motion carried 5 - 0.

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.C Public Hearing - Resolution to adopt the Downtown Kissimmee Community Redevelopment Agency Budget for the Fiscal Year 2024-2025

Request the Downtown Kissimmee Community Redevelopment Agency Board to adopt the fiscal year 2024-2025 budget.

CRA Manager Samia Singleton, reviewed the annual Downtown Kissimmee CRA budget, increases from last year, and development projects underway for the upcoming next year.

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

CRA Board Member-Commissioner Martinez made a motion to adopt CRA Resolution #01-2024. CRA Board Member-Commissioner Castano seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez
NAY: None

Motion carried 5 - 0.

8.D Public Hearing - Resolution to adopt the Vine Street Community Redevelopment Agency Budget for the Fiscal Year 2024-2025

Request the Vine Street Community Redevelopment Agency Board to adopt the fiscal year 2024-2025 budget.

CRA Manager Samia Singleton, reviewed Vine Street CRA budget, increases from last year, and development projects underway for the upcoming next year.

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

CRA Board Member-Commissioner Castano made a motion to adopt CRA Resolution #02-2024. CRA Board Member-Commissioner Eady seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez
NAY: None

Motion carried 5 - 0.

8.E (DKCRA) Kissimmee Main Street Lease Agreement for the Main Street office and Kissimmee Welcome Center located at 421 Broadway Avenue.

Approval of the City Commission/CRA Board to enter into a one-year lease agreement with Kissimmee Main Street for the Main Street office and Kissimmee Welcome Center located at 421 Broadway Avenue. (Contract #20240496)

CRA Manager Samia Singleton requested commission approval for a new one year lease.

CRA Board Member-Commissioner Castano made a motion to Approve. Board Member-Commissioner Alvarez seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez
NAY: None

Motion carried 5 - 0.

8.F (DKCRA) Downtown Kissimmee Community Redevelopment Agency approval of Kissimmee Main Street Funding Agreement for Fiscal Year 2024-2025

Approval of Kissimmee Main Street Funding Agreement 20240495 for Fiscal Year 2024-2025.

CRA Manager Samia Singleton stated that the City previously approved this item earlier tonight, and this approval is for the CRA's portion of the agreement.

CRA Board Member-Commissioner Castano made a motion to Approve. CRA Board Member-Commissioner Janette Martinez seconded the motion.

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

NAY: None

Motion carried 5 - 0.

**COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND
RECONVENES AS THE CITY COMMISSION**

8.G Advisory Board Re-Appointments: Police Pension and Fire Pension Board

Re-Appointment of Police and Fire Pension Board members by City Commission with terms expiring September 30, 2024.

Commissioner Alvarez made a motion to reappoint R. LeWayne Johnson to the Fire Pension Board. Commissioner Castano seconded the motion.

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

NAY: None

Motion carried 5 - 0.

Commissioner Eady made a motion to reappoint Lisandra Roman to the Police Pension Board. Commissioner Castano seconded the motion.

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

NAY: None

Motion carried 5 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Martinez requested board consideration and approval for additional funds that will be incurred for her retreat with the Osceola Chamber of Commerce. She anticipates the increase to be between \$100-\$150.

Commissioner Alvarez made a motion to approve supplemental funds for Commissioner Martinez's retreat with the Osceola Chamber of Commerce. Mayor-Commissioner Gonzalez seconded the motion.

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

NAY: None

Motion carried 5 - 0.

Commissioner Martinez provided an update for the board that the ethics complaint filed against her has been dismissed.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 9:14 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"

Item 4.B. – Public hearing for Airport Landing Fees and Airspace Zoning
Citizens Emails and Comment Cards

Tameara Crespo

From: Hal Levine <hjl8707@gmail.com>
Sent: Wednesday, September 11, 2024 10:47 AM
To: CITY CLERK
Subject: Landing Fees at Kissimmee Gateway
Attachments: 20240911094154.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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

I oppose the institution of landing fees at Kissimmee Gateway Airport

Tameara Crespo

From: JAVIER BUITRAGO <javierbuitrago2@hotmail.com>
Sent: Friday, September 13, 2024 9:05 PM
To: CITY CLERK
Subject: Agenda Item 4b

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

Hello City of Kissimme council,
My name is Javier Buitrago and writing this email to oppose the proposed landing fees at the Kissimme Airport.

See, I was born and raised in Venezuela, a country which had a prolific aviation industry. Airports were free to use and in return airports had restaurants, flight schools, flight clubs, repair stations, and families went there to watch airplanes take off and land with their kids while having a meal. Some kids, including myself, fell in love with airplanes. Slowly the government started to implement subtle but restrictive measures to bring aviation to a halt, including landing fees.

Today, Venezuela, along with Cuba, North Korea and few other communist countries lack any civil aviation. There is zero aviation.

The implementation of these fees is a stark reminder that our freedoms are at risk at every corner. I know live happily in the freest country on earth. Let's not copy the path of communist countries that eliminated aviation. Please vote no to landing fees Javier Buitrago Sent from my iPhone



September 13, 2024

VIA EMAIL TO OLGA.SANCHEZDEFUENTES@KISSIMMEE.GOV

Olga Sanchez de Fuentes, Esq.
City Attorney
City of Kissimmee
101 Church Street
Kissimmee, FL 34741
Email: olga.sanchezdefuentes@kissimmee.gov

Re: Improper Coordination on Florida Airport Landing Fees

Dear Ms. Sanchez de Fuentes:

It has come to the attention of the Aircraft Owners and Pilots Association ("AOPA") and its membership that Kissimmee Gateway Airport ("KISM" or "Airport") has been communicating with other airports in the State of Florida in order to seek consensus on the calculation of aircraft landing fees at the impacted airports and implementation timing. The evidence that concerns us is:

- Meeting minutes from the Florida Airports Council General Aviation Committee Meeting on December 4, 2023, reflect that general aviation landing fees were discussed, including coordination among airports regarding implementation of landing fees.
- Multiple airports participated in a January 31, 2024, meeting with Vector regarding landing fees.
- Landing fees were again a topic of discussion among multiple airports at the Florida Airports Council General Aviation Committee Meeting on June 13, 2024.
- "We are all working together in synchronization so that everybody is charging the same thing and if you don't do that, let's say Deland puts out a lower landing fee than the other airports, than the other airplanes, then we are going to have a lot more traffic come to our airport. So we are all trying to stay on the same scale of those \$3 per 1,000 lbs." 1:32:30-1:33:15
<https://delandfl.portal.civicclerk.com/event/490/media>
- "There is a deadline on this agreement. When all the airports got together, we went to Vector and said, 'can you give us a group discount?' and they said yes, we'll give you a 20% discount if you sign on by October 1st of 2024." 2:14:46-2:15:57
<https://delandfl.portal.civicclerk.com/event/490/media>

Such collusion is unlawful and needs to cease. We would appreciate written confirmation that the Airport will no longer engage in such concerted activity, and emphasize that:

1. The conduct of multiple airports in agreeing with one another regarding the level of landing fees to charge aircraft violates federal antitrust law, including the Sherman Antitrust Act, 15 U.S.C. § 1, which prohibits price-fixing, among other improper behaviors. Although there are some circumstances where there could be some so-called *Parker* state action antitrust immunity for decisions by government-owned airports, this does not extend to the type of blatant price fixing which occurs when competing airports agree on prices to charge aeronautical users of the airports. See *Cedarhurst Air Charter, Inc. v. Waukesha County*, 10 F. Supp. 2d 891 (E.D. Wis. 2000) (where aircraft owner sued county to challenge requirement that it purchase fuel only from county airport's fixed base operation, the court held that the county was not entitled to state action immunity under from antitrust claims). Moreover, there is no specific Florida state law that "authorizes" the local governments who operate airports in Florida to conspire to fix prices with one another.

2. Landing fees that are based on concerted joint conduct of competitors are inherently not reasonable and therefore violate the Anti-Head Tax Act, 49 U.S.C. § 41116. Under the Act, "airports may impose rental charges, service charges, and landing fees, **but only so long as such charges are reasonable.**" *Rocky Mountain Airways, Inc. v. County of Pitkin*, 674 F. Supp. 312, 315 (D. Colo. 1987) (emphasis added). In addition, if aircraft weight is used to determine landing fees in a manner that reflects the number of passengers on the aircraft, this also is a violation of the Anti-Head Tax Act. See *id.* at 315 ("Since the landing fee is based upon gross weight, a figure which must bear some relation to the number of passengers in the airplane, this fee arguably amounts to an indirect head-tax. Moreover, the terminal rental fee, which is ultimately passed on to air travelers in the form of higher fares, constitutes an indirect charge on persons traveling in air commerce. In any event, both charges are clearly a type of indirect charge on the carrying of persons in air commerce.")

3. Under the FAA Airport Rates and Charges Policy (78 Fed. Reg. 55,330 (Sept. 10, 2013)), landing fees must be cost-based to reflect the actual cost of providing the service to the aircraft operator being charged the landing fees. Policy §§ 2.4.5, 3.4. "The portion of shared costs allocated to aeronautical users and among aeronautical uses should not exceed an amount that reflects the respective aeronautical purposes and proportionate aeronautical uses of the facility in relation to each other and in relation to the nonaeronautical use of the facility, and must be allocated by a reasonable, 'transparent' and not unjustly discriminatory methodology." § 2.4.5(b). This limit on fee structure is not at all guaranteed where you have airports conspiring to set landing fees in a uniform manner.

4. Landing fees cannot be unjustly discriminatory. See *Bombardier Aerospace Corp. v. City of Santa Monica*, ¶ No. 16-03-11, 2004 WL 3198208 (Jan. 3, 2004) ("FAA "finds that the ASMP and the associated landing fees, as currently implemented by the City, constitute unjust discrimination as it imposes *all* of the airfield pavement maintenance costs on one group of aviation users while exempting another group of aviation users from any costs for airfield pavement maintenance"). Imposition of landing fees solely on transient aircraft is unjustly discriminatory – unless the airport receives compensation from the non-transient aircraft that makes it not unjustly discriminatory.

5. It violates FAA Grant Assurance 22 for an airport to use landing fees to try to preclude aircraft from using the airport, or to interfere with pilot training activities. The Airport has a legal

September 13, 2024

Letter to Olga Sanchez de Fuentes, Esq.

Page 3 of 3

obligation to make the Airport available to aeronautical users. *See Dakota Territory Tours, A.C.C. et al. v. Yavapai County et al.*, FAA Docket No. 17-17-18, 2021 WL 3468261, *11 (F.A.A.) (Director's Determination) (July 29, 2021), *aff'd* May 9, 2023 (The "denial to allow Dakota reasonable access constitute[d] an unreasonable denial of access under Grant Assurance 22 . . . by allowing the Authority to deny space in the terminal or elsewhere on the Airport, for Dakota to conduct air tours as a tenant operator.")

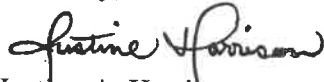
6. Finally, imposition of the landing fees solely on transient aircraft also violates the Commerce Clause if the effect is to make it more expensive for out-of-state aircraft to use the Airport (versus in-state aircraft). *See Cedarhurst Air Charter, supra*, 10 F. Supp. 2d at 899 (denying summary judgment against claim that airport violated the Commerce Clause by requiring aircraft owners to buy fuel only from the airport's FBO).

Please note that Item 4.B on the September 17, 2024, City Commission meeting agenda is the second and final reading of proposed ordinance #24-13 to implement an Airport Aircraft Landing fee.

Request for Response

We respectfully request a prompt response to this letter (no more than 7 calendar days) and an acknowledgement that the Airport will (1) not coordinate with other airports on landing fees, and (2) reverse any decisions made regarding landing fees at KISM that reflect communications with other airports.

Sincerely,



Justine A. Harrison
General Counsel

Cc: Mr. Shaun J. Germolus, A.A.E., via email to shaun.germolus@kissimmee.gov

Tameara Crespo

From: Troy Techau <troy.techau@gmail.com>
Sent: Saturday, September 14, 2024 2:29 PM
To: CITY CLERK
Subject: Request to Speak - Kissimmee Landing Fees
Attachments: City Council Form Techau for September 17th .pdf

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

Good afternoon,

Request to speak at September 17th meeting regarding public hearing on motion for establishing landing fees at Kissimmee Airport.

Thank you!

Dr. Troy Techau

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Meeting date: 09/17/2024

Mr. / Ms. Dr. Troy Techau Address 1630 Marina Lake Date 09/14/2024
City/Zip Code Kissimmee, FL 34744 Phone # 813.766.2056
Topic / Item Landing Fees at Kissimmee Airport

I waive the opportunity to speak but I (am):

☐ Support ☒ Opposed ☐ Neutral

☒ Request additional time Request ability to speak and also provide written remarks

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY
COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE
REMOVED FROM THE ROOM.**

Tameara Crespo

From: Julio Morris <jemorris01@gmail.com>
Sent: Sunday, September 15, 2024 3:31 PM
To: CITY CLERK
Subject: Landing fee form
Attachments: City Council Form (1).pdf

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

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Julio E. Morris Address 9754 Ogdenway Date 9/15/2024

City/Zip Code Orlando FL 32832 Phone # (510) 557-0813

Topic / Item Landing Fees at Kissimmee Gateway Airport

I waive the opportunity to speak but I (am):

☐ Support

☒ Opposed

☐ Neutral

☐ Request additional time

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

From: Jesse C. <jcoyle101@gmail.com>
Sent: Tuesday, September 17, 2024 7:56 AM
To: CITY CLERK
Subject: Landing fee's at Kism
Attachments: City Council Form.pdf

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

Hello,

Please find my city council form expressing my opposition towards landing fee's at Kism attached. This form should be addressed at tonight's city council meeting.

Jesse Coyle
631-276-9550

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

2353 Chatham Place Drive

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Mr. Jesse Coyle Address _____ Date 9/17/2024
City/Zip Code Orlando, FL 32824 Phone # 631-276-9550
Topic / Item Landing Fees at KISM

I waive the opportunity to speak but I (am):

☐ Support ☒ Opposed ☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
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COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE
REMOVED FROM THE ROOM.**

Tameara Crespo

From: R L <rlr1234@msn.com>
Sent: Tuesday, September 17, 2024 12:08 PM
To: CITY CLERK
Subject: Objection--NO LANDING FEES

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

Dear Sir/Madam:

I've been flying into Kissimmee since the 1980'd—before there was a control tower. Kissimmee got along just fine without landing fees then, and it will continue to get along just fine without landing fees now. The federal funds which you get should take care of everything.

Regis Lauer
President, Kiss The Sun Flying Club

Tameara Crespo

✓
From: Lubana Salim <lubana.salim1@gmail.com>
Sent: Tuesday, September 17, 2024 4:13 PM
To: CITY CLERK
Subject: Landing Fees at KISM
Attachments: City Council Form.pdf

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

Respectfully,

Lubana Salim

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Lubana Salim Address 2353 Chatham Place Drive Date 09/17/2024

City/Zip Code Orlando, FL 32824 Phone # 407-989-8986

Topic / Item Landing fees KISM

I waive the opportunity to speak but I (am):

☐ Support ☒ Opposed ☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
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COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE
REMOVED FROM THE ROOM.**

S:55 ②

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Kt Budde Jones Address 1015 Persimmon St. Date 9/17/24

City/Zip Code Celebration, 34747 Phone # 321-437-9442

Topic / Item Implementation of Landing Fees @ KISM
4B

I waive the opportunity to speak but I (am):

☐ Support

☒ Opposed

☐ Neutral

☐ Request additional time

We already support Aviation by

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

Fuel tax, these funds are being used to pay for more fees

ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
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REMOVED FROM THE ROOM.

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Cliff Clover Address 2625 Cherokee Rd Date 17 Sept 24

City/Zip Code _____ Phone # _____

Topic / Item Airport Landing Fees H 4B

I waive the opportunity to speak but I (am):

☐ Support ☒ Opposed ☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
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REMOVED FROM THE ROOM.**

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. LUKAS DUDEK Address 304 13TH ST Date 9/17/24

City/Zip Code ST. CLOUD FL 34769 Phone # 407 341 4269

Topic / Item Airport Landing Fee

~~I waive the opportunity to speak but I (am):~~

☐ Support

☒ Opposed

☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

S:57 ⑤

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. John Hynes Address 4120 Aviation Dr Date 9/17/24

City/Zip Code Kissimmee Phone # 407-433-4705

Topic / Item Airport landing fees

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
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REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Johnny BAIZE Address 2040 Keystone Ave Date 9/17/24
City/Zip Code St cloud florida Phone # 407-209-8990
Topic / Item Airport

I waive the opportunity to speak but I (am):

☐ Support

☒ Opposed

☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
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COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE
REMOVED FROM THE ROOM.

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. WILLIAM BUSCH Address 3959 Main St Kiss Date 09/17/2024
 City/Zip Code KISS 34744 Phone # 407 846-0854
 Topic / Item Fees Land

~~I waive the opportunity to speak but I (am):~~

☐ Support ☒ Opposed ☐ Neutral

☐ Request additional time _____
 (Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
 REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY
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 REMOVED FROM THE ROOM.**

6:04

REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. RON CREEL Address 2129 The Oaks Blvd Date 9/17/24
City/Zip Code 3 Kissimmee 34746 Phone # 407 908 5169
Topic / Item 4B

I waive the opportunity to speak but I (am):

☐ Support

☒ ~~Opposed~~

☐ Neutral

☒ Request additional time

6 ADD minutes
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY
COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE
REMOVED FROM THE ROOM.

6:04

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Stacey Heston Address _____ Date 5/17/2021
City/Zip Code Jacksonville, FL Phone # 202-851-4750
Topic / Item Landing Fees

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
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REMOVED FROM THE ROOM.**

6:02

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. DAVID MEAL Address 1627 Regal Oak Dr Date 9/16/24
City/Zip Code KISSIMMEE 34744 Phone # 407-508-2221
Topic / Item 4B

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
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REMOVED FROM THE ROOM.**

6.02

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Jason Wagner Address 1322 Cordova Date 9/17/24
City/Zip Code St Cloud FL 34769 Phone # 407 498 5142
Topic / Item Landing Fees

I waive the opportunity to speak but I (am):

☐ Support ☒ Opposed ☐ Neutral

☐ Request additional time _____
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
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COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE
REMOVED FROM THE ROOM.**

6:07

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. OSCAR NAVARRO Address 11743 Peachgrove ^{LW} Date 9/17/24

City/Zip Code ORLANDO FL. 32821 Phone # _____

Topic / Item 4A#24-12

I waive the opportunity to speak but I (am):

☐ Support

☒ Opposed

☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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REMOVED FROM THE ROOM.**

6.02

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. ~~MS.~~ DR. TROY TECHAN Address 1630 Mariz Lake Date 9/17
City/Zip Code KISSIMMEE FL 34744 Phone # 813.766.2056
Topic / Item Airport Landing Fees

I waive the opportunity to speak but I (am):

☐ Support ☒ Opposed ☐ Neutral

☒ Request additional time I will provide written remarks
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
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6.02

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Donald Franu Address 2545 Crown Rd ^{Cir} Date 9/17/24
City/Zip Code 34744 Phone # 321 697 6749
Topic / Item Airport Landing Fees

I waive the opportunity to speak but I (am):

☐ Support ☒ Opposed ☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY
COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE
REMOVED FROM THE ROOM.**

6:09

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr./ Ms. John Brown Address 2165 JORDON CREEK BLVD Date _____
City/Zip Code PORT ORANGE FL 32125 Phone # 386 299 2998
Topic / Item 4 B

I waive the opportunity to speak but I (am):

☐ Support

☒ Opposed

☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY
COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE
REMOVED FROM THE ROOM.**

6:09

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Sean Clavay Address 2872 spruce Creek Blvd Date _____
City/Zip Code Port Orange FL 32128 Phone # 847 903 8860
Topic / Item 4. B

I waive the opportunity to speak but I (am):

☐ Support ☒ Opposed ☐ Neutral

☐ Request additional time _____
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
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REMOVED FROM THE ROOM.**

6:21

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Terry Howell Address 727 Carmel Ln Date _____
City/Zip Code Kissimmee FL 34759 Phone # 407-922-7725
Topic / Item Landing Fees @ Kissimmee Airport

I waive the opportunity to speak but I (am):

☐ Support

☒ Opposed

☐ Neutral

☐ Request additional time Request my time to Ron Creel
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY
COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE
REMOVED FROM THE ROOM.**

6:25pm

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Sharon SERRA Address 1761 Mitchell Ct Date 9-17-24
City/Zip Code Port Orange 32128 Phone # 386-322-1700
Topic / Item 4B

I waive the opportunity to speak but I (am):

☐ Support

☒ Opposed

☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY
COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE
REMOVED FROM THE ROOM.**

6:25pm

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. RON SERRA Address 1761 MITCHELL
PORT ORANGE Date 9-17-24
City/Zip Code Port Orange 32128 Phone # 386-212-1600
Topic / Item AIRPORT LANDING FEE

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY
COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE
REMOVED FROM THE ROOM.**

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. DAVID GALL Address _____ Date 9-17-24

City/Zip Code PORT ORANGE, FL Phone # 916 952-4475

Topic / Item 4B, TJ LANDING FEES (OPPOSED) & PROCESS AGREEMENT VECTOR

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY
COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE
REMOVED FROM THE ROOM.**

Exhibit "B"

Item 4.B. – Public hearing for Airport Landing Fees and Airspace Zoning
Ron Creel: Handout

The Honorable Mayor Olga Gonzalez, Council Members and other aviation interested persons in attendance:

My name is Ron Creel, I live in The Oaks, Kissimmee, FL. I have been involved in General Aviation for the past 61 years, starting with Civil Air Patrol as a Cadet at age 12, and as an active pilot for the past 57 years. I was flying in High School, College and have been trained in some capacity or other in ALL 5 Branches of the United States Military Services.

I hold several types of Pilot Certificates and Flight Instructor Ratings. I am passionately involved in General Aviation Safety at KISM airport. I am a member of the FAA Safety Team and conduct monthly safety meetings at the airport with a standing "open" invitation for anyone to attend. I am the Safety Officer for the local flying club, and I am an Instructor and Check Pilot for the Florida Wing Civil Air Patrol. I short I teach and embrace "Safety in Aviation."

As a flight and ground instructor and overall general aviation enthusiast, I have inter-acted in some capacity or another with well over 150 different pilots at KISM. I routinely interact with the KISM Air Traffic Controllers and now with the Administrative staff at the airport. Personally, the landing fee proposal as written today would have very little monetary effect on me. So, I am not here to save a buck!

I am here to voice many concerns about this proposal and ask you to either abandon, modify or at the very least postpone, a decision to implement Ordinance #24-13 based on the following:

Information contained in this proposal is inaccurate, misleading and simply FALSE. I am not making any accusations against any individual, merely stating conclusions I have come to realize in the last week of doing my own research. And, I employ each of you to do the same.

At the last airport tenant meeting statements were made or shown in a presentation regarding: (1) what airports in Florida are charging landing fees, (2) the expected revenue range for KISM, (3) amount paid for this service to a 3rd party and (4) the perception that this would be good for our airport due to possibly reducing air traffic from other airports and flight schools.

What airports are charging Landing Fees in Florida?

Nobody knows until you get an invoice! Why is this a secret? Maybe because it will have a negative impact on local business on and around the airport.

One of our airport tenants received an invoice 90 days after the occurrence. The pilot/renter of that aircraft had already left the area. Should the aircraft owner send a bill 90 days after the flight was made since neither party new in advance of the landing fees?

The power point presentation included in tonight's Agenda Packet listed Tallahassee, Palm Beach, Page Field and Naples as airports currently charging landing fees.

Let's call them and ask what their landing fee is?

Within the last couple of days I called 3 of the 4 previous named airports purported to actually have landing fees.

With each phone call I gave the same information: "I am contemplating a flight to your airport tomorrow morning and would like information on ANY/ALL fees, (Landing, Infrastructure, Security, Tie-down, Ramp and/or Overnight and any other fees that may be assessed) to me for landing at your and staying there for approximately 8-10 hrs."

I called both FBO's at Tallahassee airport (TLH), Million Air and Aero Center, and I was told on each phone call very proudly, "There are NO LANDING FEES AT TLH!"

Note the signage on the counter at Million Air!! (See attached photo).

The landing fees actually started on October 1, 2021, almost 3-years ago and the FBO's are still saying there are no landing fees at Tallahassee airport! See attached Policy Documentation dated Sept 2022, a year after implementation.

I then proceed to do the same with Naples FBO and again was told "NO LANDING FEES."

I called an Instructor for the NAPLES FLYING CLUB and he re-iterated the same information, "NO LANDING FEES."

I then called Page Field (Ft. Myers) spoke to a representative at Base Ops (FBO) who stated, "NO LANDING FEES except for Medevac and Charter flights."

On Monday, I called an airport operations representative at one of the above-mentioned airports, spoke with them about this, issue and received the following email shortly after our conversation:

"I've talked to our Finance Manager to ask about the landing fee thing...she said 'no', we're not doing that! And she was a bit shocked about all the hype (I emailed her a couple links to articles) regarding these fees. I told her you would be sending me some info that shows "our airport" as one of the airports currently charging a landing fee... and she said, YES, Please send that to me. We were talking about what would happen if word was out that we were charging these fees, how it could/would hurt our traffic/business.... And she made a comment about speaking to our 'powers that be' to get the word out (press release – our newsletter – put it on our website – something) to the aviation industry that we weren't charging these fees... so we'll see what happens with that..."

It appears there is a lot of false or misleading being passed around.

Yesterday, I called "Vector Airport Systems," (the company you are proposing to use for this purpose) to ask for a list of all airports in Florida currently using their landing fee services. I spoke with "John" in Sales and Services. He stated they have a list of airports in Florida that currently charge landing fees, but in order for me to get that list I would have to sign an NDA! He also stated I should call the FBO direct for landing fee information! SEE ABOVE RESULTS.!!

I asked him, "How can I inform my student of impending fees if I can't tell them which airport is charging landing fees. He saw my quandary but said "That's just the way it is."

At the tenant meeting, I specifically asked in a pilot flew into KISM for the express purpose of having work done on his aircraft with one of our tenant maintenance facilities would that pilot be charged a landing fee? The answer given was Yes. How does that help our existing tenants grow their business? Pilots are not stupid. Given a choice, they will not pay a landing fee unless they have no other choices. Revenue loss for one facility while work is being performed on an aircraft will affect surrounding businesses as well. If people don't come to your airport, they are not going to spend money at your airport!!

So much for Vector Airport Systems being ethical and transparent.

Is Kissimmee really going to buy into these sneaky practices?

Are the EXPECTED REVENUE numbers realistic?

In the aforementioned presentation, the anticipated revenue could be \$400-500K, and the city would be paying Vector Airport Systems a 15% fee for its administrative services. Let's break that down: To get \$400k, you need to charge \$470,588 or average \$1,289 EVERY DAY to transient aircraft. The 2023 figure given for "transient operations" in the agenda packet is 28,159 or 77 operations per EVERY DAY. Realistically, airport operations are generally counted as "2" for each aircraft as it (1) Lands and then (2) takes off. If that is the case, the 28,159 number realistically becomes 14,079 and the number of aircraft that make a single stop/touch and go, would be about 39 per day. In turn these 39 aircraft must yield the \$1,289 average EVERY SINGLE DAY. I know for a fact, the company with the FL State contract to track aircraft into every airport in FL, gets it wrong! Their data is incorrect in the number of daily operations, and the types of aircraft that arrives and departs an airport. If an aircraft taxi's past 3 airport cameras, it gets registered as 3 transient aircraft!

"This would be good for our airport due to possibly reducing air traffic from other airports and flight schools."

I truly believe approving this Ordinance tonight would do the exact opposite on several fronts:

This proposal cancerous in its very nature!

This trend by Vector Airport Systems is like a cancer affecting ALL airports in Florida where implemented, as well as the rest of the nation. If successful, it will affect ALL PILOTS, not just transient pilots. To become a pilot, you MUST land at other airports to meet MINIMUM requirements to qualify for Private, Instrument and Commercial Pilot Certificates. Therefore, YOU will be a transient pilot to some airport somewhere! Where would you like the pilots to go for Cross County training as required by the FAA for certification? Will they go to airports that charge a fee or airports that do NOT charge a landing fee? Where would YOU choose to go?

It's just plain common sense!

This proposal directly affects safety of flight!

Over 65% of general aviation (non-commercial airline, charter, medevac etc) accidents occur during the Landing and Take-off phases. This fee discourages repetitive practice of those operations which is absolutely paramount to safety. Accidents rates will NOT decrease with lack of practice! I've been instructing for over 40 years and I can assure you this information is fact, not opinion.

This Proposal MAY be in conflict with the FAA Airport Compliance Manual
This a compliance manual that all airports receiving federal funds must follow if the airport accepts those funds. This Ordinance as written and presented, I believe, could be considered a violation of the FAA's Airport Compliance Manual. But since I'm not an attorney, I'll defer to the legal types for the legality of that issue.

Any Fees Must Be Reasonable and Non-Discriminatory

Reasonable fee – requirement - Can anyone explain how a lightweight helicopter (1370 lbs. MGW Robinson 22 for example) uses more services and/or causes more damage to the airport than a Cessna 172 at 2300-2550 lbs.? The Cessna 172 uses the runway and taxiway to and from an FBO/tie-down/hangar. The helicopter simply lands at a ramp or designated landing area, and more often than not, very gently! Yet under the proposed structure, the lightweight helicopter would pay almost 3 times as much as the Cessna. Is that Reasonable and Non-discriminatory?

In conclusion, tonight the council is considering a resolution based on inaccurate information. That alone should be reason enough to curtail the passage of this resolution. But in addition, this resolution is not in the best interest of the City's business. The Aircraft Owners and Pilot's Association (AOPA) and it's 300,000 members last week sent out a press release urging FL airports not to buy into this program. They have also sent a letter to congress to halt the method of data collection used by certain vendors. (See attached) This proposal is detrimental as it unnecessarily adds costs to the business of teaching pilots the skills to overcome the MOST DANGEROUS two things they will do on every flight – Takeoff and Land!

Let's Promote Safety in General Aviation– not impede it!

Thank you for your time and consideration.

Ron Creel
407-908-5189

MILLION AIR



TALLAHASSEE

PLANEPASS

by Vector Airport Systems

Landing fees are managed
by PlanePass on behalf of
the Airport.

If applicable, any fees paid to
FBO(s) are separate from fees
billed and collected by PlanePass.

VIEW ACCOUNT



billing@vector-us.com
888-588-0028 x700





POLICY NOTICE

GENERAL AVIATION FIXED-WING AIRCRAFT LANDING FEES

Effective Date

Effective October 1, 2021, the Tallahassee International Airport ("TLH") authorized Vector Airport Systems, LLC ("Vector") to manage the billing and accounts receivable for General Aviation ("GA") Landing Fees for fixed-wing aircraft on behalf of the Airport. "Landing Fees" is a commonly used term that refers to aircraft operating fees.

Rate

GA Landing Fees for fixed-wing aircraft will be assessed at the time of arrival and billed by Vector at the following rate for FY 2024:

- **Landing Fee = \$4.54 per 1,000 pounds Maximum Certificated Landed Weight ("MLW")**
**This rate is subject to change on an annual basis.*

Exemptions

The Airport will waive Landing Fees (not fuel flowage fees*) for GA fixed-wing aircraft meeting any of the following criteria:

- Based aircraft**
- GA transient aircraft weighing less than 6,000 pounds MLW
- Government-owned aircraft registered as owned by the government according to the Federal Aviation Administration ("FAA") Registry:
 - Federal, State of Florida, and Law Enforcement Agency aircraft
 - Military aircraft

*Fuel flowage fees are paid to the FBO/Million Air Tallahassee (not to Vector).

**According to the FAA, a "based aircraft" is defined as an aircraft that is operational and airworthy, which is typically based on the airport for a majority of the year. A based aircraft meets the following four criteria:

- Has an agreement with the airport for storage;
- Spends greater than six months at the airport;
- Is operational (capable of performing takeoffs and landings); and
- Is airworthy (has a valid/current FAA airworthiness certificate).

Billing & Payment Information

Payment Options:

- **Credit Cards Accepted:** American Express, Visa, MasterCard, and Discover are acceptable forms of payment. There is a service provider processing fee of 3% of the total amount paid.
- **Checks:** Mail checks to the remittance address shown in the upper left corner of any Vector invoice. Checks MUST include the Invoice Number or Operator ID.
- **ACH/Wire Payments:** Please email billing@vector-us.com for banking details. Remittance information should also be sent to this email address.
- **Cash is not accepted, nor can cash or check be paid directly to TLH.**

Payments & Account Management

Vector Customer Portal (Website):

The Vector Customer Portal is a self-service payment portal that allows aircraft operators to manage their accounts. This website may be accessed by visiting: <https://payment.planepass.com/en-US/CustomerPortalLogin.aspx>

Account Management Features:

- 1) Make credit card payments
- 2) Update account information including email and postal mail addresses
- 3) View most of Vector's airports' fee structures, Authorization to Bill letters, and W-9 forms
- 4) Enroll in electronic invoicing
- 5) View account history
- 6) View and download invoices to csv files for use in MS Excel

**The portal login is based on your Vector invoice number and Vector operator ID.*

Contact Vector

For payment or billing inquiries, please contact Vector at (888) 588-0028 Option 1 or X700 or by email at billing@vector-us.com. Vector's office hours are Monday through Friday 9AM to 5PM ET, with most federal holidays observed as well as Christmas Eve and the Friday after U.S. Thanksgiving.

Authorization to Bill

To view Vector's Authorization to Bill, please visit this link:

<https://www.talgov.com/Uploads/Public/Documents/airport/vector-authorization-bill.pdf>



POLICY NOTICE

HELICOPTER LANDING FEES

Effective Date

Effective October 1, 2022, the Tallahassee International Airport ("TLH") has authorized Vector Airport Systems, LLC ("Vector") to manage the billing and accounts receivable for General Aviation ("GA") Landing Fees for rotary-wing aircraft on behalf of the Airport. "Landing Fees" is a commonly used term that refers to aircraft operating fees.

Rate

GA Landing Fees for helicopters will be assessed at the time of arrival and billed by Vector at the following rate for FY 2024:

- **Helicopter Landing Fee = Flat fee of \$23.89 per operation**
**This rate is subject to change on an annual basis.*

Exemptions

The Airport will waive Landing Fees (not fuel flowage fees*) for helicopters meeting any of the following criteria:

- Based aircraft**
- Government-owned aircraft registered as owned by the government according to the Federal Aviation Administration ("FAA") Registry:
 - Federal, State of Florida, and Law Enforcement Agency aircraft
 - Military aircraft

*Fuel flowage fees are paid to the FBO/Million Air Tallahassee (not to Vector).

**According to the FAA, a "based aircraft" is defined as an aircraft that is operational and airworthy, which is typically based on the airport for a majority of the year. A based aircraft meets the following four criteria:

- Has an agreement with the airport for storage;
- Spends greater than six months at the airport;
- Is operational (capable of performing takeoffs and landings); and
- Is airworthy (has a valid/current FAA airworthiness certificate).

Billing & Payment Information

Payment Options:

- **Credit Cards Accepted:** American Express, Visa, MasterCard, and Discover are acceptable forms of payment. There is a service provider processing fee of 3% of the total amount paid.
- **Checks:** Mail checks to the remittance address shown in the upper left corner of any Vector invoice. Checks MUST include the Invoice Number or Operator ID.
- **ACH/Wire Payments:** Please email billing@vector-us.com for banking details. Remittance information should also be sent to this email address.
- **Cash is not accepted, nor can cash or check be paid directly to TLH.**

Payments & Account Management

Vector Customer Portal (Website):

The Vector Customer Portal is a self-service payment portal that allows aircraft operators to manage their accounts. This website may be accessed by visiting: <https://payment.planepass.com/en-US/CustomerPortalLogin.aspx>

Account Management Features:

- 1) Make credit card payments
- 2) Update account information including email and postal mail addresses
- 3) View most of Vector's airports' fee structures, Authorization to Bill letters, and W-9 forms
- 4) Enroll in electronic invoicing
- 5) View account history
- 6) View and download invoices to csv files for use in MS Excel

**The portal login is based on your Vector invoice number and Vector operator ID.*

Contact Vector

For payment or billing inquiries, please contact Vector at (888) 588-0028 Option 1 or X700 or by email at billing@vector-us.com. Vector's office hours are Monday through Friday 9AM to 5PM ET, with most federal holidays observed as well as Christmas Eve and the Friday after U.S. Thanksgiving.

Authorization to Bill

To view Vector's Authorization to Bill, please visit this link:

<https://www.talgov.com/Uploads/Public/Documents/airport/vector-authorization-bill.pdf>



AUTHORIZATION TO BILL GENERAL AVIATION LANDING FEES

September 19, 2022

Dear Tallahassee International Airport Users:

Effective October 1, 2021, the Tallahassee International Airport ("TLH") authorized Vector Airport Systems, LLC ("Vector") to begin managing the billing and accounts receivable of General Aviation ("GA") Landing Fees for fixed-wing aircraft on behalf of the Airport. In addition, effective October 1, 2022, TLH has authorized Vector to begin managing the billing and accounts receivable of GA Landing Fees for rotary-wing aircraft on behalf of the Airport.

"Landing Fees" is a commonly used term that refers to aircraft operating fees. **Landing Fees for TLH are currently charged using the time of arrival.** Vector will assess and bill these fees in accordance with the Airport's established Landing Fees located at: <https://www.talgov.com/Uploads/Public/Documents/airport/fixed-wing-Landing-fee-policy.pdf>. Please note that landing fees are calculated using the aircraft's Federal Aviation Administration ("FAA") certified Maximum Landing Weight ("MLW").

Vector mails a monthly invoice to an aircraft's registered owner or management company after the conclusion of each month, typically no later than the 11th business day of the month. A self-service web portal is offered by Vector for convenient online bill payments and account management: <https://payment.planepass.com>

Vector's self-service web portal* allows operators to:

- 1) Make credit card payments
- 2) Update account information including email and postal mail addresses
- 3) View most of Vector's airports' fee structures, Authorization to Bill letters, and W-9 forms
- 4) Enroll in electronic invoicing
- 5) View account history
- 6) View and download invoices to csv files for use in MS Excel

**The portal login is based on your Vector invoice number and Vector operator ID.*

For billing concerns, please contact Vector's billing service ("PlanePass") team at: billing@vector-us.com or (888) 588-0028 Opt. 01 or Ext. 700. *Vector's office hours are M-F, 9am ET – 5pm ET with most US federal holidays observed as well as the Friday after US Thanksgiving and Christmas Eve.*

If you have any questions, please feel free to contact us at TallahasseeInternational@talgov.com. The Airport's website has further details concerning the landing fees and can be found by visiting:

<https://www.talgov.com/Uploads/Public/Documents/airport/fixed-wing-Landing-fee-policy.pdf>
<https://www.talgov.com/Uploads/Public/Documents/airport/helicopter-landing-fee-policy.pdf>

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Pollard", with a stylized flourish at the end.

David J. Pollard, C.M.
Director of Aviation

AOPA seeks to limit aircraft tracking for airport fees

Privacy also a concern

September 12, 2024 By Jim Moore

The use of aircraft tracking data to create virtual tollbooths on airport runways was never the intent of aircraft awareness technology required on airplanes to enhance safety for pilots and assist air traffic controllers.



Error! Filename not specified.

Photo by David Tulis.

AOPA President Mark Baker urged the FAA to halt third-party use of aircraft tracking data for purposes that are counter to assurances given by the agency—and more recently reaffirmed by Congress—that the tracking data (known as Automatic Dependent Surveillance-Broadcast, or ADS-B) would be used for the limited purpose of increasing safety.

In a September 12 [letter](#) to FAA Administrator Michael Whitaker, Baker voiced concern that third parties have begun collecting ADS-B data to be used by public airports to levy fees on pilots, and asked Whitaker to “work with AOPA to ensure these practices are prohibited.”

Baker noted that while most general aviation aircraft have been equipped to transmit ADS-B data, the use of that data to impose new fees will discourage owners who have not yet equipped their aircraft from doing so. AOPA supported the ADS-B mandate, which took effect in 2020, based on the understanding it would be used only to help air traffic controllers keep aircraft safely separated. Pilots (including a majority of AOPA's 300,000 members) have collectively spent more than \$1 billion equipping aircraft with ADS-B transmitters.

"We agreed to support the mandate, in large part, because of assurances received that ADS-B was to be used solely to modernize and improve air traffic safety," Baker wrote. "Unfortunately, third parties continue to use ADS-B data for purposes other than what the equipage mandate was intended."

AOPA recently urged officials responsible for several public airports in Florida, all of which have received substantial federal grants for airport improvements in the past decade, to halt proposals to automate the collection of fees based on ADS-B data.

"Moreover, we have received reports that federal agencies and others are using ADS-B data to track aircraft. This brings up a host of issues including invasion of privacy," Baker wrote. He noted that the 2024 FAA Reauthorization law specifically prohibits the FAA from using ADS-B data to initiate investigations of pilots. "This language was specifically targeted to prevent the use of ADS-B data for other than its intended purpose and the overall message from Congress is clear. We will continue to pursue this issue and look forward to the FAA assisting in our efforts."

Exhibit "C"

Item 4.B. – Public hearing for Airport Landing Fees and Airspace Zoning
Dr Troy Techau: Handout

Statement of Dr. Troy Techau
September 17th 2024
Meeting of the City Commission, City of Kissimmee

Dr. Troy Techau

- Ph.D. in aviation safety from Embry-Riddle
- Certified Flight Instructor and aviation law instructor at Middle Georgia University
- Federal employee – manages science/technology advisory board for the Secretary of Defense
- Kissimmee resident with an aircraft based in the Sheltair hangars

My statement regarding landing fees at KISM is in **opposition to the proposal**.

As a tenant, I won't be affected by the proposal as written – my aircraft would be exempt. I still oppose the proposal from three aspects:

- INADEQUATE ANALYSIS
- INCREASES CITY'S RISK – JEOPARDIZE FEDERAL GRANTS
- NEGATIVE IMPACT ON AIRPORT BUSINESSES

INADEQUATE ANALYSIS:

Flawed Revenue Estimate: The airport manager and city staff present that this proposal will earn the city \$400-\$500,000 per year. That's unlikely and based on inadequate analysis. The Business Impact Estimate presented to you was based on the number of operations that occurred in 2023, with the assumption that operations on the airport would stay the same after fees are implemented.

Humans aren't dumb – if pilots and companies that operate aircraft into KISM see landing fees implemented, but they can go to other airports without fees – they'll do that. So it is unlikely the number of airport operations in 2025 and beyond would be the same as occurred in 2023. That is particularly true for light aircraft under 6,000 pounds primarily operated for pleasure.

No evidence of cost basis for the landing fees: The analysis presented with the proposed ordinance does not provide a cost basis on what costs the airport intends to recoup by implementation of a landing fee, which is required by the FAA for establishment of fair and equitable aviation related fees. Fees must be related to actual costs: The FAA's *Policy Regarding Airport Rates and Charges* states that "Revenues from fees imposed for use of the airfield ("airfield revenues") may not exceed the costs to the airport proprietor of providing airfield services¹" and that "Costs of airfield facilities and services directly used by the aeronautical users may be fully included in the rate base, in a manner consistent with this policy. For example, the capital cost of a runway may be included in the rate base used to establish landing fees."

The proposal fails to present adequate analysis to support real-world operations and attribution of related costs. As an example, a transient aircraft such as a flight student that does a practice instrument approach, who breaks off the approach and departs the area at 300' above the runway, would most likely be captured and billed by the vendor's data system. Yet that aircraft has not impacted the airport's operational costs in any manner – as tower staff are already at work and paid whether there are 10 operations an hour or zero.

¹ Federal Aviation Administration. (2013). Policy Regarding Airport Rates and Charges. <https://www.govinfo.gov/content/pkg/FR-2013-09-10/pdf/2013-21905.pdf>

Next, the sponsor must ensure that the terms imposed on aeronautical users of the airport, including rates and charges, are reasonable for the facilities and services provided.

Finally, the terms must be applied without unjust discrimination.

The prohibition on unjust discrimination extends to all types, kinds and classes of aeronautical activities, as well as individual members of a class of operator. This is true whether these terms are imposed by the sponsor directly or by a licensee or tenant offering services or commodities normally provided at the airport. The tenant's commercial status does not relieve the sponsor of its obligation to ensure the terms for services offered to aeronautical users are fair and reasonable and without unjust discrimination.

NEGATIVE IMPACT ON AIRPORT BUSINESSES

On-Airport Businesses: This proposal would negatively impact businesses on the airport. An example is maintenance shops and training facilities. If a transient aircraft lands and does business with a maintenance shop on the airport but gets charged for the visit – pilots will opt to visit other maintenance facilities. Pilots that own an aircraft must get recurrent training from certified instructors and often fly their aircraft to training locations, such as one of the many flight training businesses on the airfield. If a transient pilot seeking flight instruction is faced with an upcharge of several hundreds of dollars to obtain flight training – they will go elsewhere.

Off-Airport Businesses: The proposal would have impact beyond the airport on other businesses in Kissimmee. Pilots fly to Kissimmee, land at one of the Fixed Based Operators, and then travel to other businesses in the City to conduct business. If faced with landing fees, this type of flight operation would be disincentivized, and local businesses would lose revenue. The proposal is silent on estimates of this activity.

ALTERNATIVE PROPOSAL:

If, after the City staff does appropriate and full analysis, coordinated with the FAA and the airport community, an alternative proposal would be to charge landing fees, but limit the application to any aircraft that is over 12,000 lbs Mean Take Off Weight (MTOW). Such a fee, if implemented, would only apply to aircraft that are operated commercially, and would not be likely to reduce aircraft operations, nor be found non-compliant with FAA mandates.

Exhibit "D"

Item 8.B. – UCF Small Business Development Center Funding Agreement
Informational Pamphlet



Helping Businesses Grow & Succeed

Florida SBDC at UCF - Osceola County

1425 E. Vine Street

Kissimmee, Fl. 34744

407.847.2452

www.sbdcorlando.com/osceolacounty

Interested In...

- ✓ Increasing Sales
- ✓ Improving Cash Flow
- ✓ Starting a Business
- ✓ Exporting/Importing
- ✓ Obtaining Financing
- ✓ Winning Government Contracts
- ✓ Preparing for a Disaster

Our Business Consultants Can Help at “No Cost”

The Florida SBDC at UCF provides high-quality management advice and comprehensive business training to potential, existing and emerging entrepreneurs in order to promote business formation, capital expansion, sales growth, innovation productivity and improved management capability. Our funding partners include the U.S. Small Business Administration, State of Florida, Osceola County and the City of Kissimmee. Their financial support allows us to offer consulting at **no-cost**, business workshops, and business data & information.

Available Resources:

1. **Business Consulting** | confidential consulting sessions with professional business consultants from the Florida SBDC at UCF. Services: Growth Acceleration, International Trade, Resource Network, Government Contracting, Veteran’s Business Outreach, and Business Continuation.
2. **Workshops, Seminars, and Networking** | Educational events provides current and practical information on a wide range of business topics ranging from the basics to advanced business management skills.
3. **Business Data & Information** | Access to high-cost databases and business research resources, including the experts who know how to put the information to work; from interpretation to implementation.

Call 407-847-2452 to schedule an appointment or to learn more about the FSBDC at UCF visit www.sbdcorlando.com/osceolacounty. We look forward in helping your company grow and succeed!

State Designated as Florida’s Principal Provider of Business Assistance [§ 288.001, Fla. Stat.]



GROWTH XChange

Growing Businesses to the Next Level

INTERESTED?

FSBDC at UCF - Osceola County office is now accepting client applications for the 2025 GROWTH XChange program. Limited space is available! Apply online at: sbdcorlando.com/osceola/growth-xchange

To request an application, contact us at 407.847.2452 or e-mail the GROWTH XChange program manager. Note: \$175 non-refundable, administrative fee will be due upon acceptance to the program.

For questions, please contact:

Rafael E. M. Pratts
Program Manager
FSBDC at UCF - Osceola County
1425 E. Vine Street
Kissimmee, FL 34744
407.847.2452
rpratts@ucf.edu

Connecting Executives

Designed specifically for second-stage companies, GROWTH XChange offers a confidential setting for businesses to discuss vital business issues, opportunities and trends with a group of peers.

Cultivating Leaders

GROWTH XChange presents businesses with the opportunity to broaden their business perspective and gain new knowledge by engaging in collaborative thinking and problem-solving – giving them the ability to more effectively lead their companies.

How It Works

A group of no more than 15 businesses are selected to form a group. Under the guidance of a trained facilitator, the group meets for two and a half hours at breakfast, at least ten times per. calendar year. Qualifications for the program include:

- ★ Must be the owner, chief executive officer, president or top-level officer of the company.
- ★ Company has generated \$250,000 to \$1 million in annual sales revenue.
- ★ Company has a goal of growth.
- ★ Willingness to consistently attend and participate in the program for one year.
- ★ Willingness to maintain confidentiality.
- ★ Willingness to listen, learn and network.



Hosted by



UNIVERSITY OF
CENTRAL FLORIDA

The FSBDC at UCF is a member of the Florida SBDC Network, a statewide partnership program nationally accredited by the Association of America's SBDCs and funded in part by the U.S. Small Business Administration, Defense of Defense, State of Florida and other private and public partners, with the University of West Florida serving as the network's lead host institution. Florida SBDC services are extended to the public on a nondiscriminatory basis. Language assistance services are available for limited English proficient individuals.

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Helping Businesses
Grow & Succeed

Acai Express Osceola Parkway

Nurturing an idea into a profitable business is an entrepreneur's dream. Turning that dream into a reality can be as challenging as it sounds, however, especially on your own. Sisters Peggy Dawas, Kattia Dawas and Katty Velez wanted to open their own business together but didn't know how to begin. Fortunately, Peggy recalled her experience working with the Florida Small Business Development Center at the University of Central Florida (FSBDC at UCF) and its office in Osceola County, FL, so they turned there for guidance. Today, they are glad they did, having become the proud owners of a very successfully launched Acai Express franchise at East Osceola Parkway in Kissimmee.



**Peggy Dawas, Katty Velez,
and Kattia Dawas**

"For us, what was a lot of help from the FSBDC was everything to do with the loan. They helped us put together our loan package, from the business plan to the marketing plan, the financial information, everything, all the documents we needed. We had no clue at all how to do it and they helped us every single step to have the loan approved."

At Acai Express, the mission is to serve the best tasting, highest quality superfood bowls that go hand-in-hand with a lifestyle based around health and fun. "Our main ingredient is Acai," describes Peggy Dawas, "a premium, Grade A, 100% organic fruit. It has a lot of flavor on its own, pure form at the same time it is healthy. Who can beat that? It's what makes us different from all the rest."

Acai Express' menu is varied. "We have Acai Bowls of all types. Our top seller is the Valentine Bowl with Acai, granola, banana, strawberry, coconut oil, coconut flakes, and Nutella. It's delicious and an explosion of flavors. It's so good!" Peggy continued, with Katty adding "it's everyone's favorite" and Kattia chiming in "actually it's my favorite too." Other menu items include mango-based dragon fruit, artisan toast, coffee, Pikole premium popsicles, and lemonades.

"We sought assistance from the FSBDC because we had an idea and always wanted to own our own business. It was something we always talked about," explains Katty Velez. "Peggy previously worked with FSBDC consultant Elly Membreno and said that 'Elly can help us, can guide us, can give us all the information we need' and that's when we contacted her."

"Our experience with the FSBDC was great," Peggy shared. "They helped us with their consulting, with their training, with getting us all the tools we needed." Jairo Batista, a second FSBDC consultant and its digital marketing expert, was brought in to assist with marketing. "We didn't know where to start so he guided us on that aspect as well so we can promote our business," Katty added.

Obtaining an SBA-guaranteed loan was critical to the sisters purchasing their Acai Express franchise, and the FSBDC assisted with that as well. "For us, what was a lot of help from the FSBDC was everything to do with the loan," recalls Kattia Dawas. They helped us put together our loan package, from the business plan to the marketing plan, the financial information, everything, all the documents we needed. We had no clue at all how to do it and they helped us every single step to have the loan approved."

Acai Express Osceola Parkway opened October 6. They reached break-even after three months, have hired eight employees, and sales continue to increase. "The feedback we have from our customers is amazing. Our plan for the future is to open a second store and also a third," gushed Katty. "Of course, we're going to stick with the assistance from the FSBDC again," she concluded, with Kattia and Peggy happily saying "yes" to that plan.

For information about Acai Express Osceola, please visit https://www.instagram.com/acaiaexpress_osceolaparkway/



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Providing the tools, strategies, and expertise to help Florida's business community thrive.

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www.sbdcorlando.com/osceolacounty



Avant Dental Group



DR. MARGARITA ROMERO

"My personal experience with the FSBDC was wonderful. I'm very, very happy because they gave me all the help I needed."

Helping entrepreneurs turn their dream of small business ownership into a reality is an imperative for the Florida Small Business Development Center at the University of Central Florida (FSBDC at UCF). When dentist Margarita Romero decided that the time had come for her to realize her vision of owning her own dental office, she knew she would be starting from scratch. Her first steps would be to determine the best location for her new practice, decide whether to build, buy, or lease an office space, and to evaluate the kinds of properties that were available. Certainly, a tall order. After describing her ideas and plans to her banker, he referred Dr. Romero to the FSBDC at UCF to assist her in her quest.

With more than 10 years of experience as a dentist in her native Peru, and more recently 6 years practicing in the United States, Dr. Romero certainly had the knowledge and expertise needed to build a successful dental practice wherever she might wish. Working with the FSBDC, she arrived at several requisites to be met to realize her goal of launching a dental clinic serving the Hispanic community and offering high-quality dental services for the entire family. From cleanings and whitening to orthodontic and endodontic treatments, she envisioned a team of highly trained professionals to help you, as she likes to say, "achieve the smile you've always wanted." "For us, it is very important to treat the patient like family," Dr. Romero shares, "and not as just a simple patient."

In addition to being an experienced and caring dentist, Dr. Romero is a savvy businesswoman. She decided early on that there were three requirements the location of her new business must possess: one, that it be in close proximity to her home and community; two, that it be in an area that was experiencing population growth; and three, that it not already have a heavy density of existing dental offices. With those criteria established, the FSBDC set to work conducting market research to identify potential locations and opportunities for the soon-to-be dental clinic. Using expansive market data resources, the FSBDC investigated possible options by zip codes, local demographics, available dental practices in Central Florida, and more.

"After I started with the FSBDC, they did all the studies of the area and identified where the best area was for me," recalls Dr. Romero. "After that, we started looking for the dental office itself and continued with the loan process with the bank. The first step was the bank recommending the FSBDC, then they did the research and gave me all the information, and then we found the right office, obtained our loan, and opened our clinic," she explained.

"My personal experience with the FSBDC was wonderful," Dr. Romero affirms. "I'm very, very happy because they gave me all the help I needed." Avant Dental Group has now been open for a year in Kissimmee, FL and the practice is growing. Most recently, consultant Rafael E. M. Pratts, the area manager for the FSBDC at UCF's Osceola County office, has been helping Dr. Romero with planning and implementing her marketing and business development plans, as well as introducing her to local organizations and business networks. Dr. Romero is seeing her dream of owning her own dental practice come true, and the FSBDC is proud it was able to complement her vision and passion and to help make business ownership happen for her through consulting, market research, and assistance securing needed funds.

For information about Avant Dental Clinic, please visit <https://avantdentalgroup.com/>.

Providing the tools, strategies, and expertise to help Florida's business community thrive.

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FLORIDA SBDC NETWORK | 2023



Unique
Clients
17,739



Jobs
Supported
52,213



Jobs Created
and Retained
10,444



Capital
Accessed
\$346M



Contracts
Acquired
\$576m

Business Snapshot

Top Industries by
Number of Payrolled
Locations in Osceola
County
in 2023

- #1 Retail Trade
- #2 Construction
- #3 Health Care and Social Assistance
- #4 Professional, Scientific, and Technical Services
- #5 Administrative and Support and Waste Management and Remediation Services



© Mapbox © OSM

Designated as
Urban

\$14.2B
GRP

\$10.9B
EXPORTS

437,784
POPULATION

\$21.1B
IMPORTS

View by County

Osceola

56,770
businesses without
paid employees

7,722
establishments with
paid employees

99.98%
% of establishments
that are a small business

\$2.24B
receipts for
nonemployer
businesses

85,312
paid employees in
employer
establishments

12,217
business applications

Our Impact

Served by
**AMERICA'S
SBDC
FLORIDA**

Top Industries Served in
Osceola County
in 2023

- #1 (Other Services (except Public Administration))
- #2 Professional, Scientific, Technical Services
- #3 Administrative and Support
- #4 Health Care and Social Assistance
- #5 Construction

272
Clients Served

1,423
Consulting Hours

48%
of clients are
WOMEN

13%
of clients are
VETERANS

83%
of clients are
MINORITIES

\$5,225,725
Capital Accessed

\$7,248,600
Government Contracts
Acquired

\$1,612,478
Increase in Client Sales

33
New Business Starts

174
Total Training
Attendees

View by County

Osceola

District Prosperity Report

Filter by Legislative Body
None selected

Filter by District
None

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FloridaSBDC.org

ITEM 7.B

Modification to Lakefront Sovereignty Submerged Lands Fee Waived Lease

Request

Approval of modifications to Sovereignty Submerged Land Lease BOT No 490003974 to allow for mooring of recreational and commercial vessels at the Kissimmee Lakefront Park Marina, contract # 20240529.

Explanation

The City of Kissimmee Sovereignty Submerged Land Lease issued by the Board of Trustees of the Internal Trust Fund of the State of Florida covers the use of property on Lake Tohopekaliga and authorizes the operation of the boat slips, concrete ramps, fishing pier and bait shop/restaurant at the Kissimmee Lakefront Park. Prior to this modification, commercial vessels could not operate or moor from this location.

In order to move forward with the commission's goal of offering an eco-tour lake vessel operation, the current lease required this modification. The modification to the lease, once executed, will allow for the City of Kissimmee to contract with a commercial operator to provide ecotourism opportunities at the Kissimmee Lakefront Park. This lease will be effective through April 6, 2033.

Recommendation

Approval of modifications to Sovereignty Submerged Land Lease BOT No 490003974 to allow for mooring of recreational and commercial vessels at the Kissimmee Lakefront Park Marina.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. (S) A AID 49968 Lease 490003974 OGC signed
2. City and Florida -Sovereignty Submerged Lands Fee Waived (Boat Slips) Lease Modification (10-07-2014)
3. City and Florida -Sovereignty Submerged Land Lease

This Instrument Prepared By:
Ramsey Jones
Action No. 49968
Bureau of Public Land Administration
3800 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

MODIFICATION TO SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE

BOT FILE NO. 490003974

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Kissimmee, Florida, hereinafter referred to as the Lessee, the sovereignty submerged lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 27, Township 25 South, Range 29 East, in Lake Tohopekaliga, Osceola County, Florida, containing 223,713 square feet, more or less, as is more particularly described and shown on Attachment A, dated March 11, 2014 and May 6, 2014.

TO HAVE THE USE OF the hereinabove described premises from August 30, 2024, the effective date of this lease modification, through April 6, 2033, the expiration date of this lease modification. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 71-slip docking facility and non-water dependent one-story building, bait shop, and restaurant, fishing pier, and three concrete ramps to be used exclusively for mooring of recreational and commercial vessels in conjunction with an upland public park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Environmental Resource Permit No. 49-300030-001-ES, dated July 20, 2011, Modified Environmental Resource Permit No. 49-3000300-003-EM, dated July 20, 2016, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

[02/29]

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Kissimmee, Florida
101 Church Street
Kissimmee, Florida 34741

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. SPECIAL LEASE CONDITION(S):

A. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a "first come, first served" basis, as defined in Rule 18- 21.003, Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility that are clearly visible to passing boaters and at the upland entrance to the docking facility that are clearly visible to the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

B. The Lessee shall provide and make available to all vessels utilizing the docking facility operational and well maintained sewage pumpout facilities acceptable to the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction.

C. Unless authorized in writing by the Lessor, the Lessee shall not rebuild or restore the non-water dependent structures included in this lease if 50 percent or more of the area encompassed by a structure is destroyed or if use of a structure has been discontinued and 50 percent or more of the area encompassed by a structure must be replaced in order to restore the structure to a safely useable condition. In addition, the use of the non-water dependent structures included in this lease shall not be converted to a new use except as authorized in writing by the Lessor.

D. The terms and conditions herein, including those related to assessment of lease fees, may be reviewed at any time during the term of this lease as deemed necessary by the Lessor or its designated agent, and such terms and conditions may be modified or additional conditions may be imposed as deemed necessary by the Lessor. For the purpose of this provision, the terms and conditions of this lease may be modified (which may include the addition of new terms and conditions) for, but not limited to, the following reasons:

- a. to conform to the adoption or revision of Florida Statutes (F.S.), rules, and standards that require the modification of the lease for compliance
- b. to ensure compliance with the U.S. Endangered Species Act of 1973, 16 U.S.C., § 1531, et seq., and the Florida Endangered and Threatened Species Act of 1977, Section 372.072, F.S.
- c. to conform to adoption or revision of rules regarding the assessment of lease fees

- d. to conform to any modification to the terms and conditions of all applicable permits from the State of Florida Department of Environmental Protection, the applicable water management district and/or the U.S. Army Corps of Engineers, and all other required approvals and,
- e. to remove any structure declared to be a public nuisance.

The Lessor shall allow the Lessee a reasonable time for compliance with the amended or new terms and conditions.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____
Printed Name: _____
Address: 3800 Commonwealth Blvd
Tallahassee, FL 32399
Signature _____
Printed Name: _____
Address: 3800 Commonwealth Blvd
Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE OF
FLORIDA
(SEAL)

BY: _____
Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for
and on behalf of the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant 9/4/2024
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES: City of Kissimmee, Florida (SEAL)

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

BY: _____

Original Signature of Executing Authority

Olga Gonzalez

Typed/Printed Name of Executing Authority

Mayor

Title of Executing Authority

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 20____, by Olga Gonzalez as Mayor, for and on behalf of City of Kissimmee, Florida. He/she is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

LEGEND

NO.	NUMBER
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
C	CHORD LENGTH
O.R.B.	OFFICIAL RECORDS BOOK
F.B.	FIELD BOOK
TWP.	TOWNSHIP
RNG.	RANGE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
FT.	FEET
NTS	NOT TO SCALE
G.P.S.	GLOBAL POSITIONING SYSTEM
NAD	NORTH AMERICAN DATUM
ELEV.	ELEVATION
C.M.	CONCRETE MONUMENT
P.B.	PLAT BOOK
P.G.	PAGE
AVE	AVENUE
BLVD	BOULEVARD
OHWL	ORDINARY HIGH WATER LINE

LEGAL DESCRIPTION



VICINITY MAP

N.T.S.

RECEIVED
MAY 09 2014
DEP Central Dist.

LEGAL DESCRIPTION

A Submerged Land Lease Parcel located in West Lake Tohopekaliga, Kissimmee, Florida and being a portion of Sections 27 and 28, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

From the Northeasterly corner of Lillie A. Johnson's Resubdivision, as recorded in Plat Book 1, Page 77 of the Public Records of Osceola County, Florida, run N 57° 57' 30" E, along the Southeastery Right of Way line of Seaboard Coastline Railroad, 284.48 ft. to the Most Westerly corner of the Kissimmee Utility Authority Lands; run thence S 38° 36' 41" E, along said Kissimmee Utility Authority property line, 708.62 ft. to the Point of Beginning; run thence S 89° 08' 31" E, 90.19 ft. to the Point of Curvature of a 325.00 ft. Radius Curve to the Left; run thence along said Curve, 310.26 ft. (Chord bearing N 63° 30' 36" E, Chord = 298.61 ft.) to the Point of Tangency; run thence N 36° 09' 43" E, 114.39 ft; run thence S 36° 49' 52" E, along the Regulated Highwater Elevation 55 and the projection thereof, 70.38 ft; continue thence S 51° 03' 41" E, along said Regulated Highwater Elevation 55, 184.99 ft; run thence S 17° 21' 14" W, 342.17 ft. to a point, 2.00 ft. South of the Existing Board Breakwater; run thence N 89° 04' 01" W, 297.05 ft; run thence N 00° 55' 59" E, 53.39 ft. to a point being 2.00 ft. South of the Most Northerly Existing Board Breakwater; run thence N 89° 13' 23" W, 269.93 ft; run thence N 00° 51' 29" E, 213.96 ft. to the North edge of the seawall; run thence S 89° 08' 31" E, 53.90 ft. to the Point of Beginning.

Contains 195,979.45 sq. ft. more or less

NOTES

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY, AND WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE (F.A.C.).

CERTIFICATION

THIS SURVEY IS CERTIFIED TO:

CITY OF KISSIMMEE

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, (TIIF)

DATE OF SURVEY	02/05/08	REVISIONS	04/20/2011	REVISED		
SCALE	1" = 100'		06/22/2011	REVISED PER FDEP COMMENTS		
F.B.	1037	PAGE	14	07/20/2011	COMBINE SHEETS	
SECTION	27 & 28		03/11/2014	REVISED IMPROVEMNTS		
TWP.	25	S., RNG.	29	E.	05/06/2014	MISC. REVISIONS
JOB NO.	07-109A					SHEET 1 OF 8



JOHNSTON'S
SURVEYING, INC.
900 Shady Lane, Kissimmee, Florida 34758-8695
Tel. (407) 841-2199 Fax (407) 841-6440

W. Turner Wallis IV 5-06-14

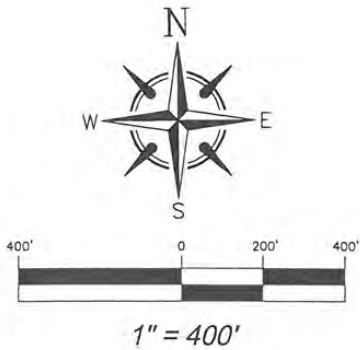
W. TURNER WALLIS IV, P.S.M. #3967 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

JOHNSTON'S SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34741-6695
Tel. (407) 847-2149 Fax (407) 847-6140

W. Turner Wallis IV 5-06-14
W. TURNER WALLIS IV, P.S.M. #3967 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

RECEIVED
MAY 09 2014
DEP Central Dist.

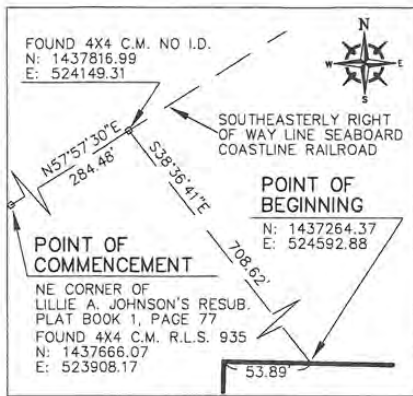


NOTES:
APPLICANTS SHORELINE LENGTH = 569'±.



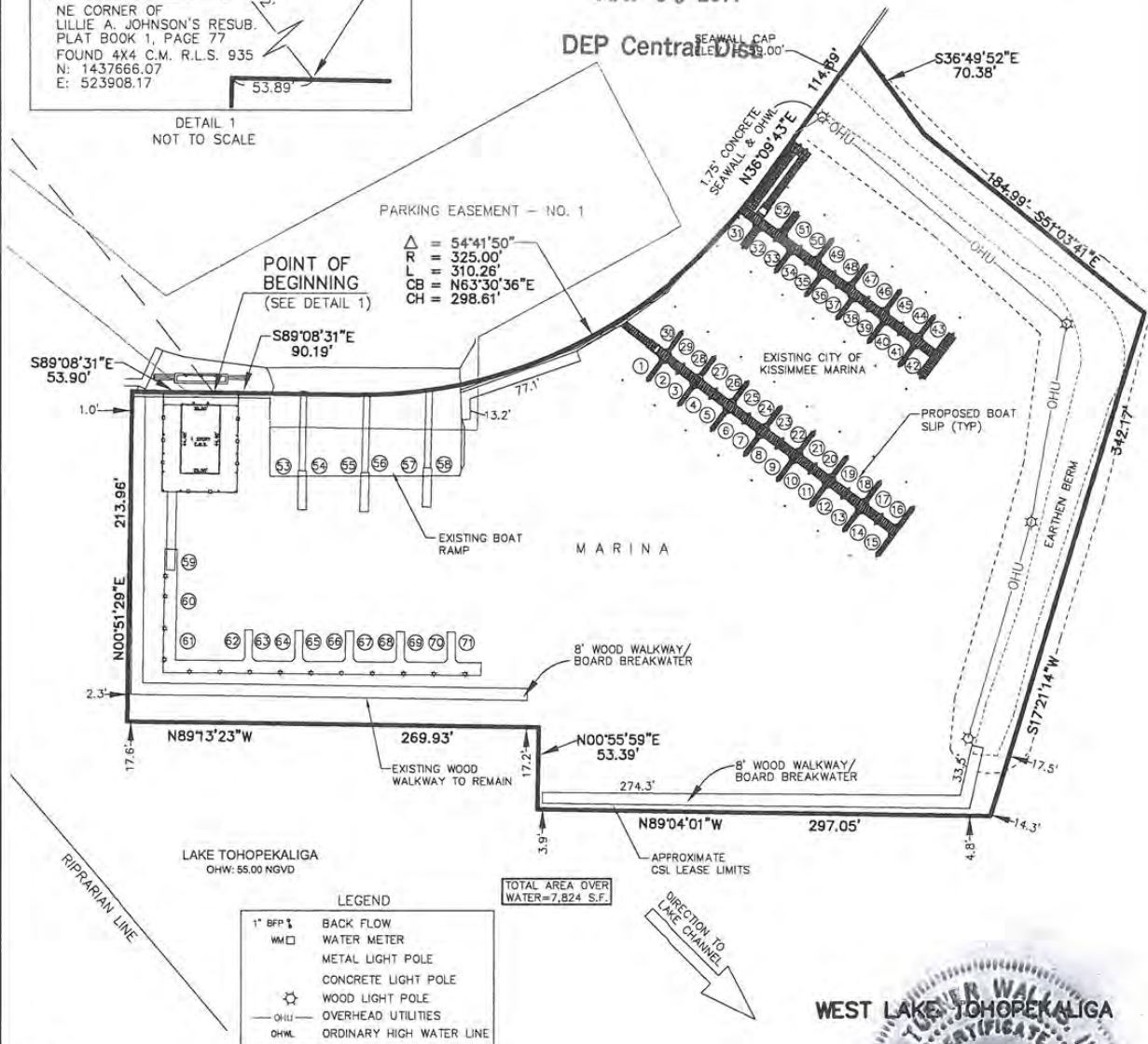
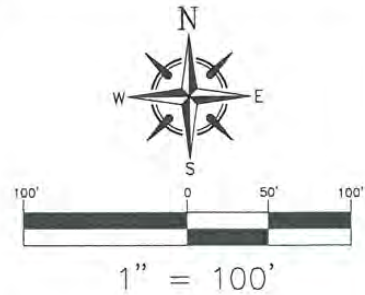
SHEET 2 OF 8

SKETCH OF DESCRIPTION



71 BOAT SLIPS

RECEIVED
MAY 09 2014



NOTES:

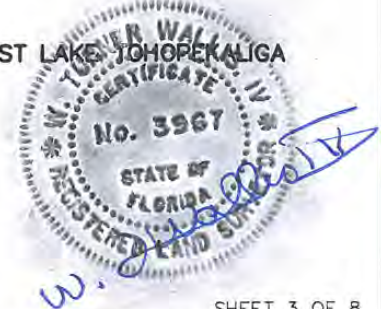
BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD.

STATE PLANE COORDINATES SHOWN HEREON = N.A.D. 83/90, FLORIDA EAST ZONE AS DETERMINED FROM G.P.S. TECHNIQUES.

APPLICANTS TOTAL SHORELINE LENGTH = 569'±.
THIS IS A FIELD SURVEY.

LEASE AREA = 195979.45 SQUARE FEET.

WEST LAKE TOHOPEKALIGA



SHEET 3 OF 8

STRUCTURE DETAIL

52 BOAT SLIPS

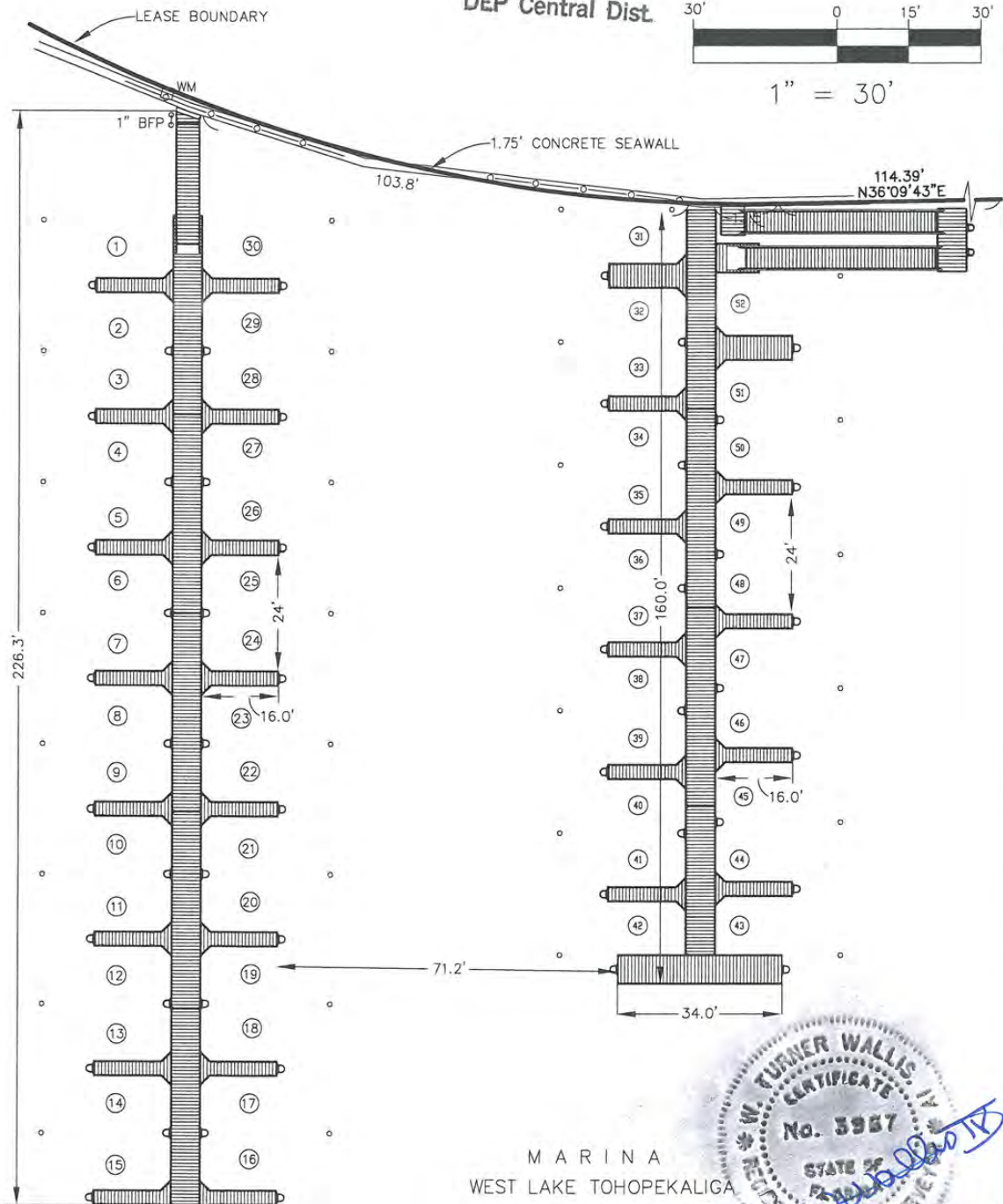
RECEIVED

MAY 09 2014

DEP Central Dist.



1" = 30'

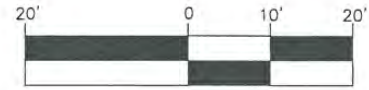


MARINA
WEST LAKE TOHOPEKALIGA

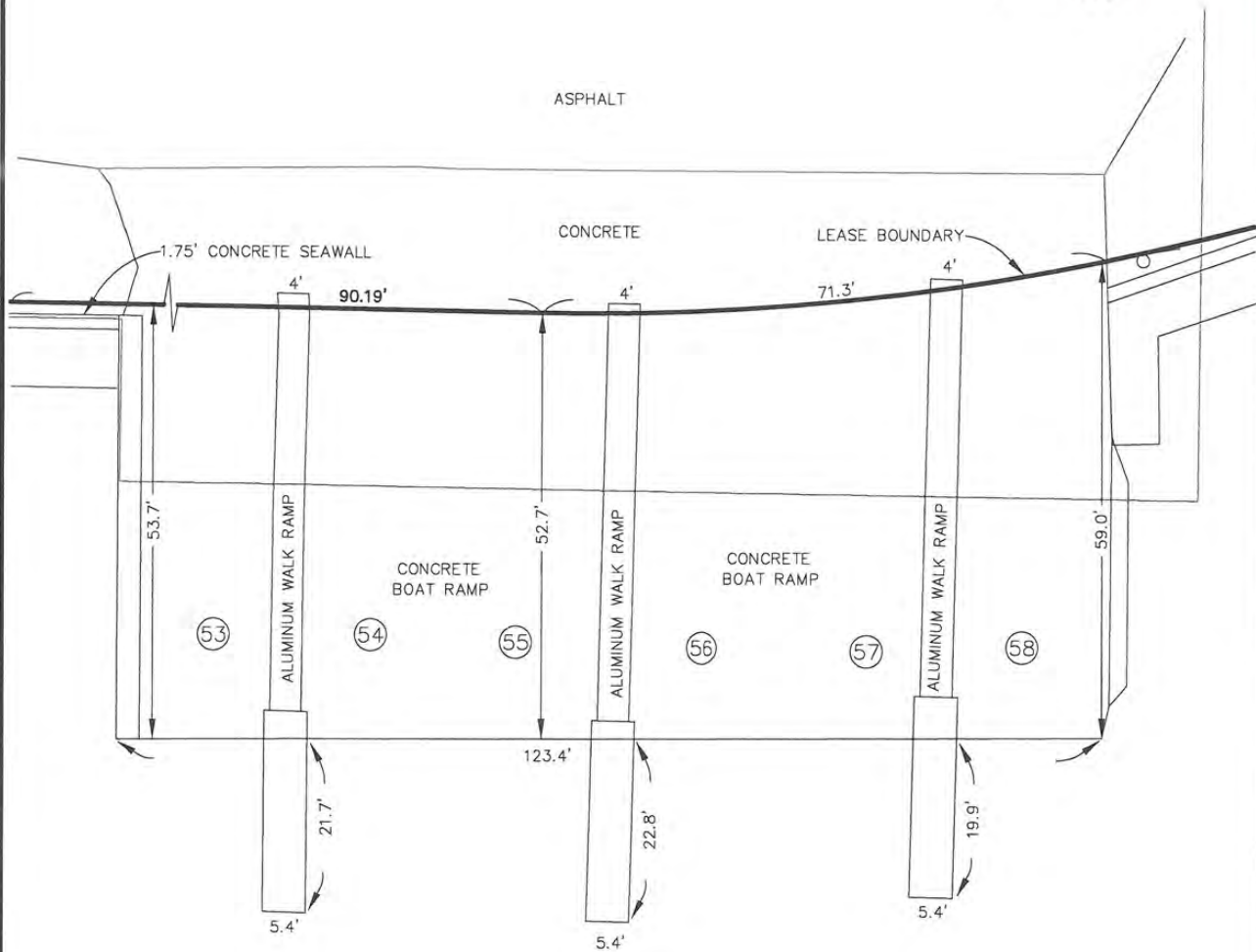


SHEET 4 OF 8

STRUCTURE DETAIL



1" = 20'



M A R I N A
WEST LAKE TOHOPEKALIGA

W. J. H. H. H. H. H.

SHEET 5 OF 8

LEGAL DESCRIPTION



VICINITY MAP

N.T.S.

RECEIVED

MAY 09 2014

DEP Central Dist.

LEGAL DESCRIPTION

A Submerged Land Lease Parcel located in West Lake Tohopekaliga, Kissimmee, Florida and being a portion of Section 27, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at a found 4"x4" concrete monument stamped "E 115", run N 37°08'44" E, a distance of 674.16 feet to a set nail and disk, L.B. 966 in a concrete sidewalk; thence run N 46°27'51" E, a distance of 254.47 feet to a set nail and disk, L.B. 966 in a concrete sidewalk; thence run N 67°13'50" E, a distance of 119.97 feet to a set nail and disk L.B. 966 in a concrete sidewalk; thence run N 69°21'13" E, a distance of 78.21 feet to a set nail and disk L.B. 966 in a concrete sidewalk; thence run N 78°12'23" E, a distance of 262.74 feet to a set nail and disk L.B. 966 in a concrete sidewalk; thence run S 67°55'23" W, a distance of 6.37 feet to a point on the Southerly face of a concrete seawall and being the Point of Beginning; thence departing said Southerly face of concrete seawall run S 10°29'49" E, a distance of 111.89 feet; thence run N 79°20'15" E, a distance of 104.47 feet; thence run N 11°11'10" W, a distance of 113.66 feet to a point on aforesaid Southerly face of concrete seawall; thence run Southwesterly along said Southerly face of concrete seawall S 83°02'17" W, a distance of 20.05 feet; thence run S 76°11'21" W, a distance of 45.16 feet; thence run S 78°28'22" W, a distance of 38.01 feet to the Point of Beginning.

Contains 11755.36 square feet, 0.27 acres, more or less.

CERTIFICATION

THIS SURVEY IS CERTIFIED TO:

CITY OF KISSIMMEE

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, (TIIF)

NOTES

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY, AND WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE (F.A.C.).

DATE OF SURVEY	08/20/07	REVISIONS	
SCALE	1" = 30'	03/11/2014 REVISED IMPROVEMENTS	
F.B.	1037 PAGE 14		
SECTION	27		
TWP.	25 S., RNG. 29 E.		
JOB NO.	07-109A	SHEET 6 OF 8	

SKETCH OF DESCRIPTION

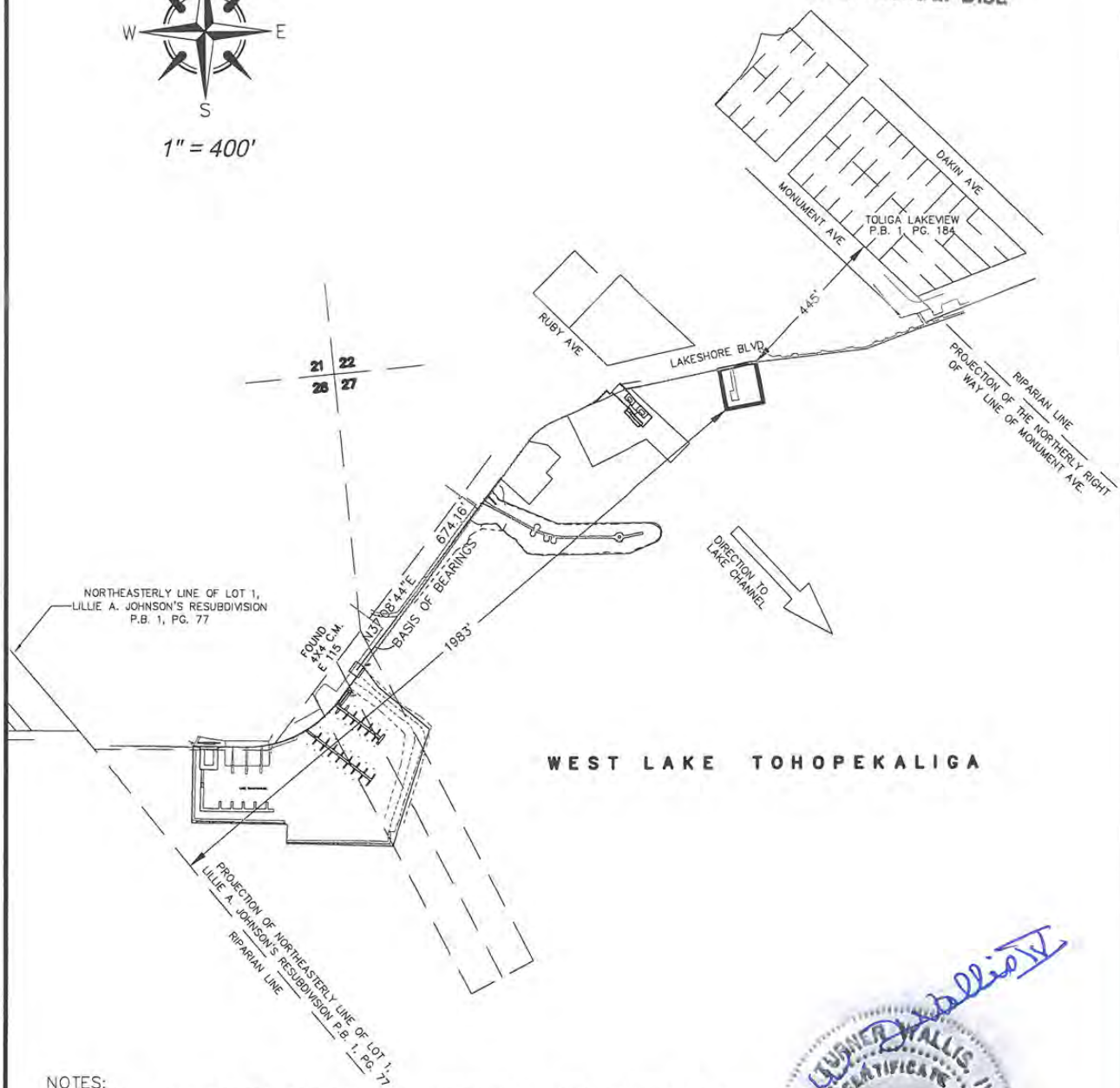
RECEIVED

MAY 09 2014

DEP Central Dist.



1" = 400'



WEST LAKE TOHOPEKALIGA

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATE DATUM.

REFERENCE DATUM = NAD 83/90, FLORIDA EAST ZONE. REFERENCE BEARING = N 37°08'11" E (ASSUMED).

STATE PLANE COORDINATES SHOWN HEREON = N.A.D. 83/90, FLORIDA EAST ZONE AS DETERMINED FROM G.P.S. TECHNIQUES.

APPLICANTS TOTAL SHORELINE LENGTH = 2900'±.



SHEET 7 OF 8

SKETCH OF DESCRIPTION

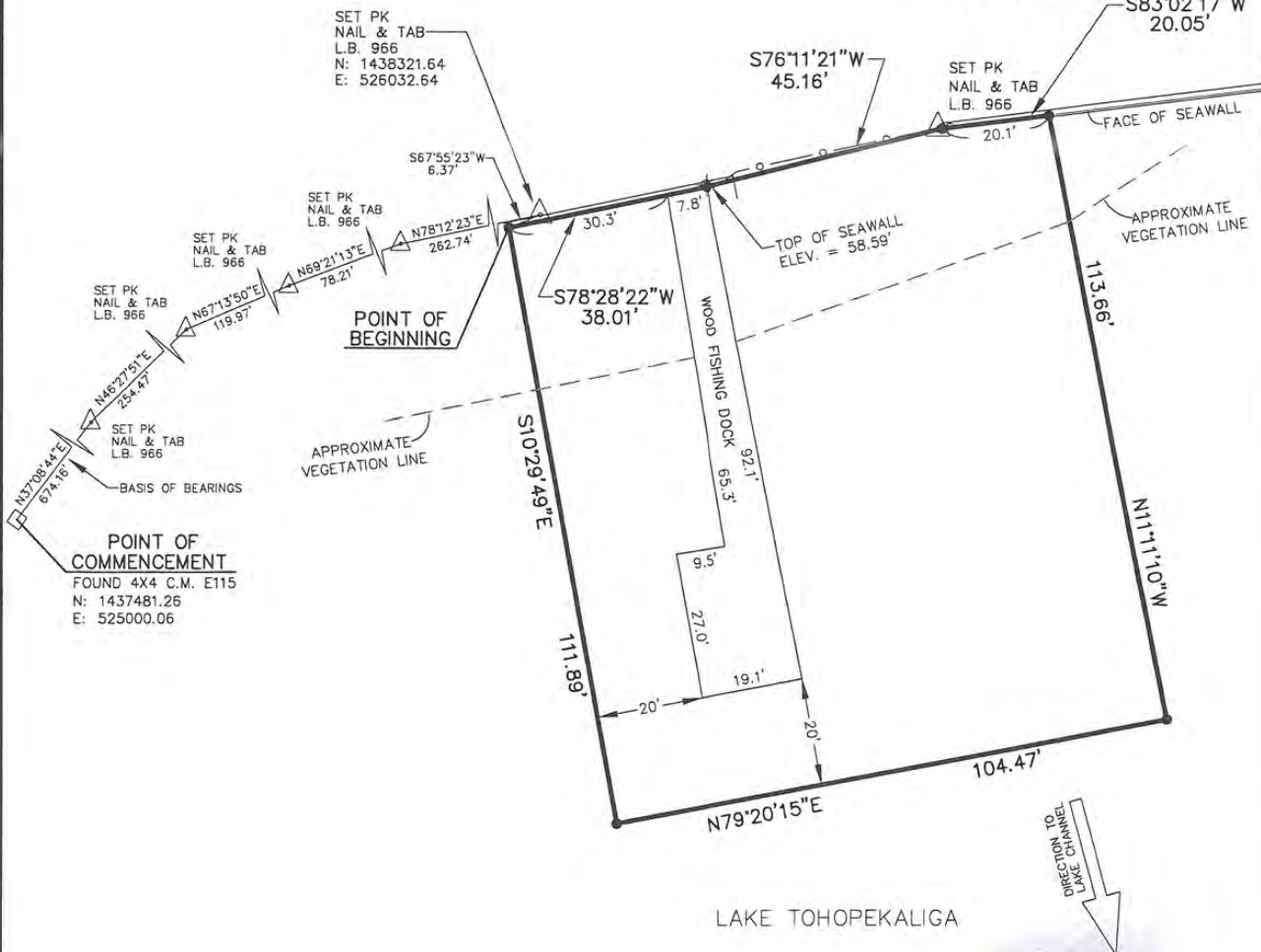


1" = 30'

RECEIVED

MAY 09 2014

DEP Central Dist.



NOTES:

BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATE DATUM.
REFERENCE DATUM = NAD 83/90, FLORIDA EAST ZONE.

STATE PLANE COORDINATES SHOWN HEREON = N.A.D. 83/90, FLORIDA EAST ZONE AS DETERMINED FROM G.P.S. TECHNIQUES.

APPLICANTS TOTAL SHORELINE LENGTH = 2900'±.

THIS IS A FIELD SURVEY.

LEASE AREA = 11755.36 SQUARE FEET.



SHEET 8 OF 8

100-544

The above described lands shall be used for public municipal purposes only, under the supervision and management of The City of Kissimmee, subject to the following provisions:

In the event the said City of Kissimmee shall (1) use said lands for other than public municipal purposes, or (2) for a period of three consecutive years shall fail and neglect to maintain and use the same for said purposes, the dedication hereby made shall at the option of said Trustees be subject to termination upon sixty days notice in writing by the Trustees to said City of Kissimmee.

IN TESTIMONY WHEREOF, the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Trustees to be hereunto affixed, in the City of Tallahassee, Florida, on this the 22nd day of December, A. D. 1966.

Governor

Comptroller

Treasurer

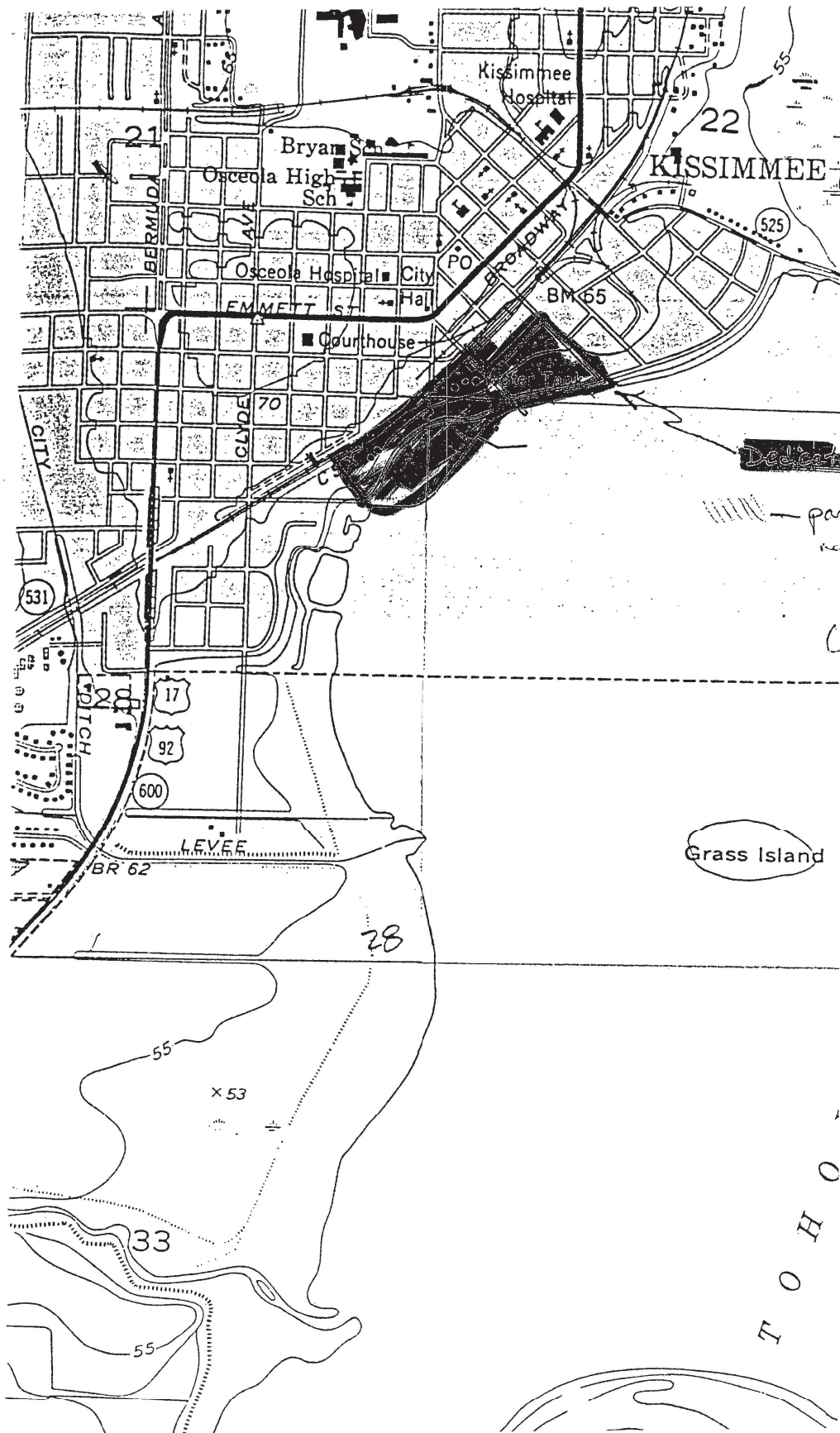
Attorney General

Commissioner of Agriculture

As and Constituting the Trustees of the Internal Improvement Fund of the State of Florida

(SEAL)
Trustees I. I. Fund

FILED IN THE OFFICE OF CLERK OF CIRCUIT COURT, OSCEOLA COUNTY, FLORIDA
ON THE 11 DAY OF January, A. D. 1967, RECORDED AT 2:20
CLOCK P. M., IN BOOK 156 OF OFFICIAL RECORDS, PAGE 543
HARRIS G. DANIEL, CLERK By Mathie R. Wilson D.C.





CFN 2015075785
Bk 4785 Pgs 533-554 (22 Pgs)
DATE: 05/29/2015 08:07:44 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$188.50

This Instrument Prepared By:
Amy Horton
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE MODIFICATION
TO REFLECT CURRENT STRUCTURES, REDUCE NUMBER OF SLIPS,
AND EXTEND TERM

BOT FILE NO. 490003974

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Kissimmee, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Sections 27 and 28, Township 25 South, Range 29 East, in Lake Tohopekaliga, Osceola County, containing 223,713 square feet, more or less, as is more particularly described and shown on Attachment A, dated March 11, 2014 and May 6, 2014.

TO HAVE THE USE OF the hereinabove described premises from June 3, 2014, the effective date of this modified lease, through April 6, 2033, the expiration date of this modified lease. The terms and conditions on and for which this modified lease is granted are as follows:

1. USE OF PROPERTY. The Lessee is hereby authorized to operate a 71-slip docking facility and non-water dependent one-story building, bait shop, and restaurant, fishing pier, and three concrete ramps to be used exclusively for mooring of recreational vessels in conjunction with an upland public park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 25 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Environmental Resource Permit No. 49-300030-001-ES, dated July 20, 2011, Modified Environmental Resource Permit No. 49-300030-003-EM, dated May 14, 2014, incorporated herein and made a part of this lease by reference. The construction of the proposed structures depicted in Attachment A of this modified lease shall be completed no later than July 20, 2016. The failure to complete construction of such authorized structures within this time period shall constitute a material breach of the lease pursuant to Paragraph 10 herein. All of the foregoing subject to the remaining conditions of this lease.

[02/29]

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Environmental Resource Permit and Modified Environmental Resource Permit. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Kissimmee, Florida
101 Church Street
Kissimmee, Florida 34741

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities except as authorized in this lease and conditioned by Special Lease Condition No. 28C, are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

28. SPECIAL LEASE CONDITIONS:

A. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a "first come, first served" basis, as defined in subsection 18-21.003(27), Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility and at the upland entrance to the docking facility which are clearly visible to passing boaters and the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

B. The Lessee shall provide and make available to all vessels utilizing the docking facility operational and well maintained sewage pumpout facilities acceptable to the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction.

C. Unless authorized in writing by the Lessor, the Lessee shall not rebuild or restore the non-water dependent structures included in this lease if 50 percent or more of the area encompassed by a structure is destroyed or if use of a structure has been discontinued and 50 percent or more of the area encompassed by a structure must be replaced in order to restore the structure to a safely useable condition. In addition, the use of the non-water dependent structures included in this lease shall not be converted to a new use except as authorized in writing by the Lessor.

D. The terms and conditions herein, including those related to assessment of lease fees, may be reviewed at any time during the term of this lease as deemed necessary by the Lessor or its designated agent, and such terms and conditions may be modified or additional conditions may be imposed as deemed necessary by the Lessor. For the purpose of this provision, the terms and conditions of this lease may be modified (which may include the addition of new terms and conditions) for, but not limited to, the following reasons:

- a. to conform to the adoption or revision of Florida Statutes (F.S.), rules, and standards that require the modification of the lease for compliance;
- b. to ensure compliance with the U.S. Endangered Species Act of 1973, 16 U.S.C., § 1531, et seq., and the Florida Endangered and Threatened Species Act of 1977, Section 372.072, F.S.;
- c. to conform to adoption or revision of rules regarding the assessment of lease fees;
- d. to conform to any modification to the terms and conditions of all applicable permits from the State of Florida Department of Environmental Protection, the applicable water management district and/or the U.S. Army Corps of Engineers, and all other required approvals; and,
- e. to remove any structure declared to be a public nuisance.

The Lessor shall allow the Lessee a reasonable time for compliance with the amended or new terms and conditions.

WITNESSES:

M. Sue Jones
Original Signature

M. Sue Jones
Print/Type Name of Witness

Kathy C Griffin
Original Signature

Kathy C Griffin
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY: Cheryl C McCall
Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28th day of October, 2014, by
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State
of Florida. She is personally known to me.

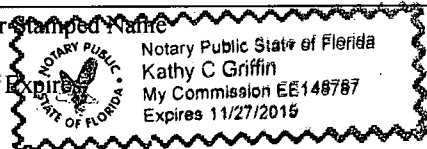
APPROVED SUBJECT TO PROPER EXECUTION:

[Signature]
DEP Attorney

9/15/14
Date

[Signature]
Notary Public, State of Florida

Printed, Typed or Stamped Name
My Commission Expires
Commission/Serial No.



WITNESSES:

Andrea Campbell
Original Signature

Andrea Campbell
Typed/Printed Name of Witness

Tina Phillips
Original Signature

TINA PHILLIPS
Typed/Printed Name of Witness

City of Kissimmee, Florida (SEAL)

BY Jim Swan
Original Signature of Executing Authority

Jim Swan
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

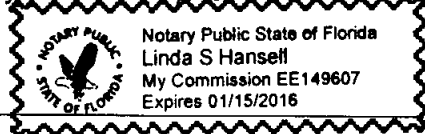
"LESSEE"

STATE OF Florida

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 7th day of October, 2014, by Jim Swan as Mayor, for and on behalf of the City of Kissimmee, Florida. He is personally known to me or who has produced NA, as identification.

My Commission Expires:



Commission/Serial No. _____

Linda S. Hansell
Signature of Notary Public

Notary Public, State of Florida

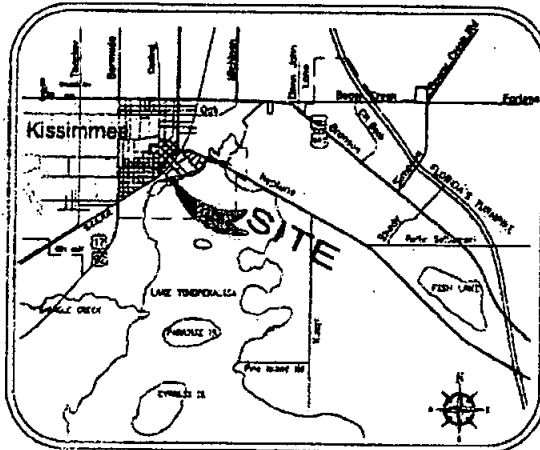
Linda S. Hansell
Printed, Typed or Stamped Name

Approved as to form and legality
[Signature] 10/8/14
City Attorney Date

LEGEND

NO.	NUMBER
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
C	CHORD LENGTH
O.R.B.	OFFICIAL RECORDS BOOK
F.B.	FIELD BOOK
TWP.	TOWNSHIP
RNG.	RANGE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
FT.	FEET
N.T.S.	NOT TO SCALE
G.P.S.	GLOBAL POSITIONING SYSTEM
NAD	NORTH AMERICAN DATUM
ELEV.	ELEVATION
C.M.	CONCRETE MONUMENT
P.B.	PLAT BOOK
P.G.	PAGE
AVE	AVENUE
BLVD	BOULEVARD
OHW.	ORDINARY HIGH WATER LINE

LEGAL DESCRIPTION



VICINITY MAP

N.T.S.

RECEIVED
MAY 09 2014
DEP Central Dist.

LEGAL DESCRIPTION

A Submerged Land Lease Parcel located in West Lake Tahoekekaliga, Kissimmee, Florida and being a portion of Sections 27 and 28, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

From the Northeasterly corner of Lillie A. Johnson's Resubdivision, as recorded in Plat Book 1, Page 77 of the Public Records of Osceola County, Florida, run N 57° 57' 30" E, along the Southeastly Right of Way line of Seaboard Coastline Railroad, 284.48 ft. to the Most Westerly corner of the Kissimmee Utility Authority Lands; run thence S 38° 36' 41" E, along said Kissimmee Utility Authority property line, 708.62 ft. to the Point of Beginning; run thence S 89° 08' 31" E, 80.19 ft. to the Point of Curvature of a 325.00 ft. Radius Curve to the Left; run thence along said Curve, 310.26 ft. (Chord bearing N 63° 30' 36" E, Chord = 298.61 ft.) to the Point of Tangency; run thence N 36° 09' 43" E, 114.39 ft; run thence S 36° 49' 52" E, along the Regulated Highwater Elevation 55 and the projection thereof, 70.38 ft; continue thence S 51° 03' 41" E, along said Regulated Highwater Elevation 55, 184.99 ft; run thence S 17° 21' 14" W, 342.17 ft. to a point, 2.00 ft. South of the Existing Board Breakwater; run thence N 89° 04' 01" W, 297.05 ft; run thence N 00° 55' 58" E, 53.39 ft. to a point being 2.00 ft. South of the Most Northerly Existing Board Breakwater; run thence N 89° 13' 23" W, 289.93 ft; run thence N 00° 51' 29" E, 213.98 ft. to the North edge of the seawall; run thence S 89° 08' 31" E, 53.90 ft. to the Point of Beginning.

Contains 195,979.45 sq. ft. more or less

NOTES

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY, AND WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE (F.A.C.).

CERTIFICATION

THIS SURVEY IS CERTIFIED TO:

CITY OF KISSIMMEE

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, (TIF)

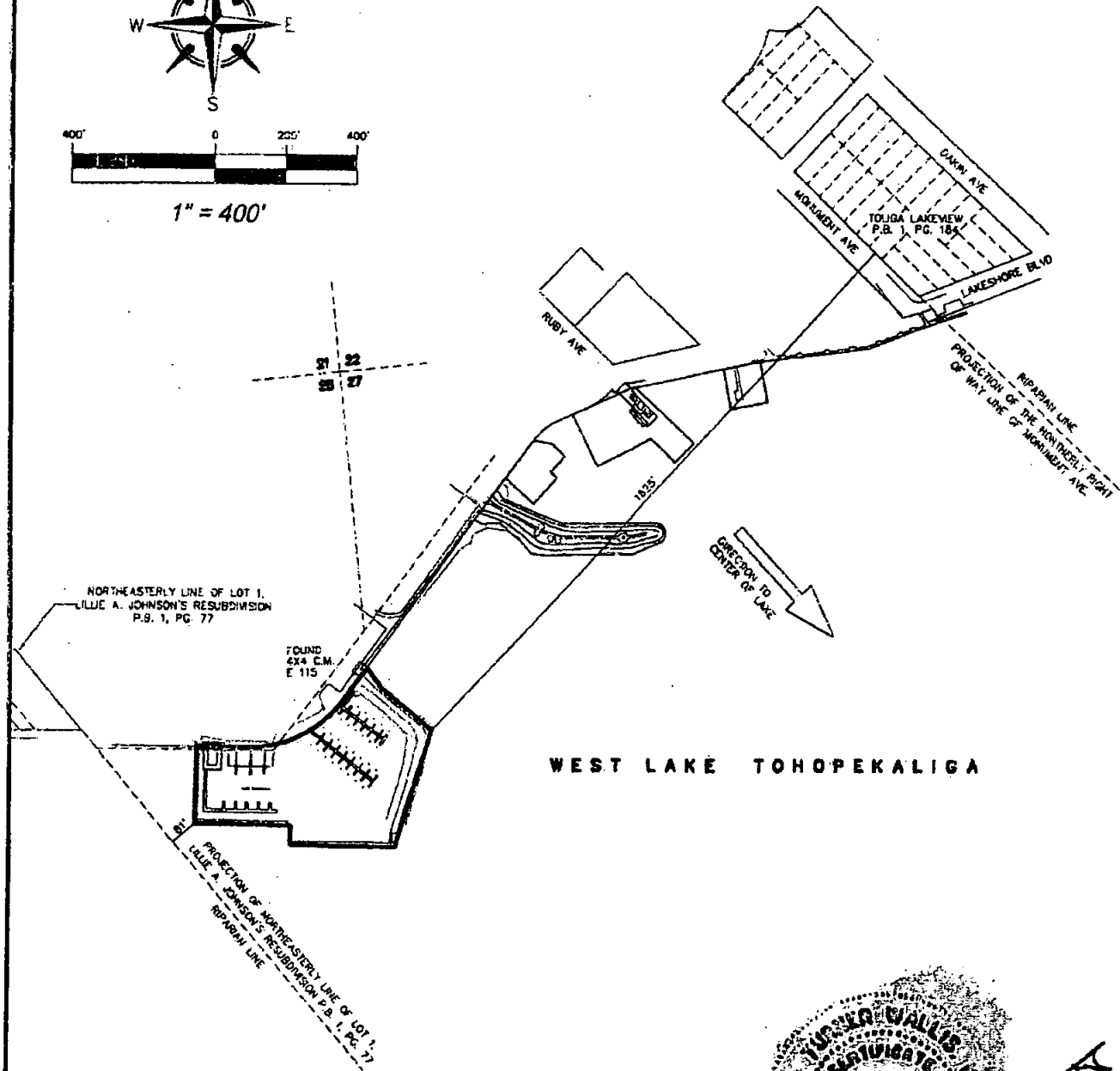
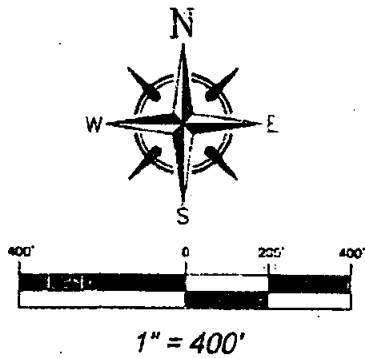
DATE OF SURVEY	02/05/08	REVISED	04/20/2011	REVISED
SCALE	1" = 100'	REVISED PER FOEP COMMENTS	06/22/2011	
F.B.	1037 PAGE 14	COMBINE SHEETS	07/20/2011	
SECTION	27 & 28	REVISED IMPROVEMENTS	03/11/2014	
TWP.	25 S., RNG. 29 E.	MISC. REVISIONS	05/06/2014	
JOB NO.	07-108A	SHEET 1 OF 8		

JOHNSTON'S
SURVEYING, INC.
900 Shady Pkwy., Kissimmee, FL 34759
Tel. (407) 847-1234 Fax (407) 847-1234

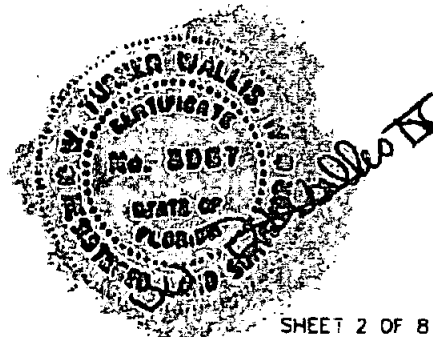
W. TURNER WATTS IV, P.S.M. #3967 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION

RECEIVED
MAY 09 2014
DEP Central Dist.

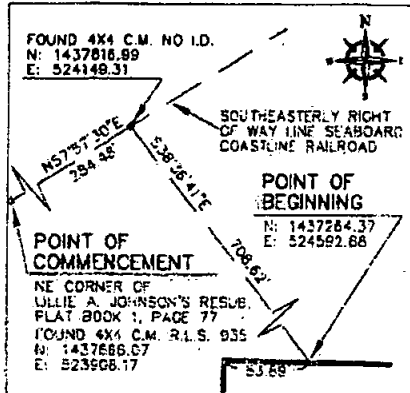


NOTES:
APPLICANTS SHORELINE LENGTH = 569'±.



SHEET 2 OF 8

SKETCH OF DESCRIPTION

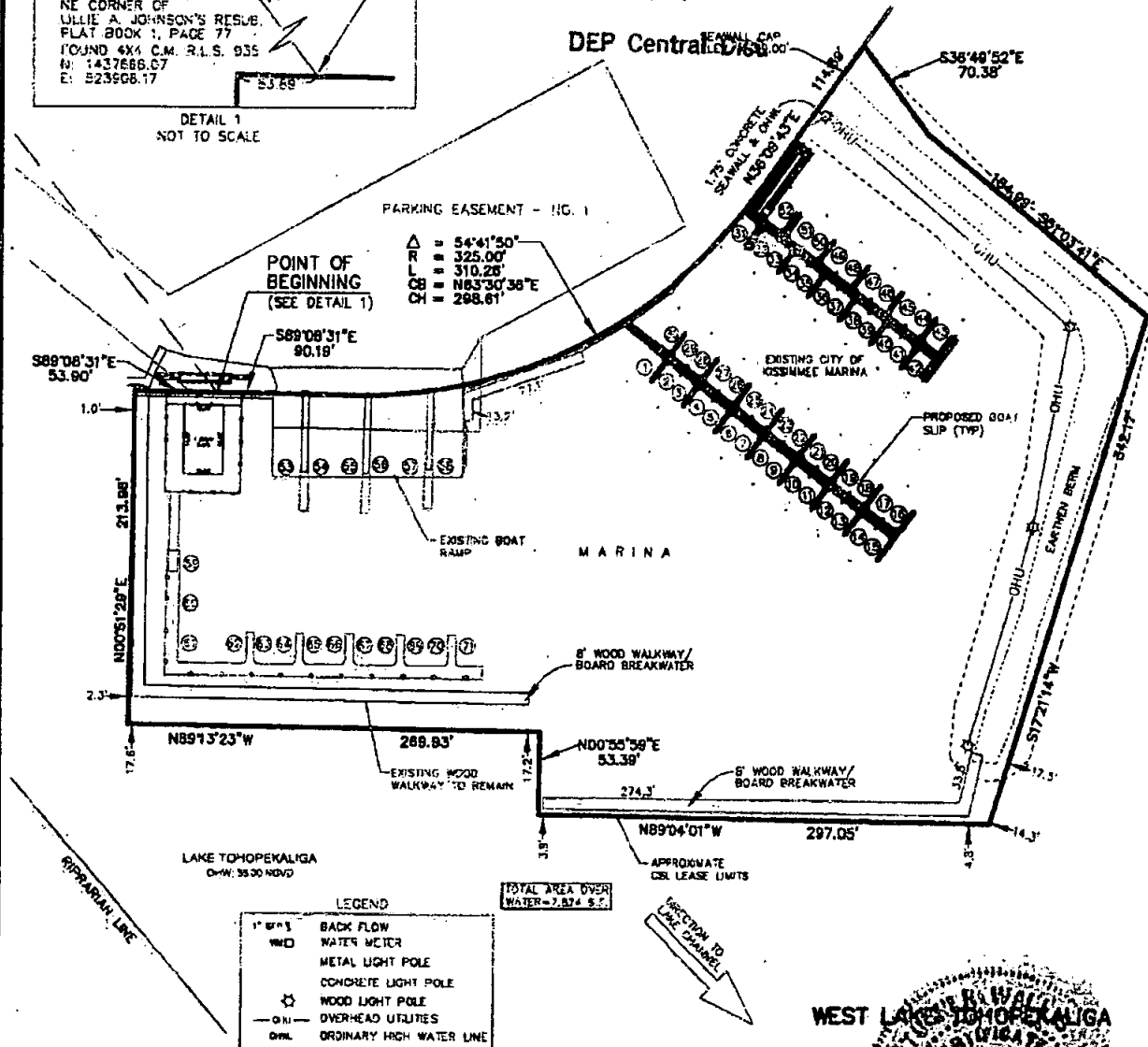
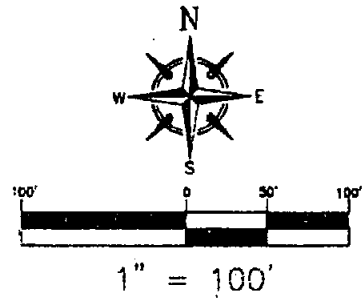


71 BOAT SLIPS

RECEIVED

MAY 09 2014

DEP Central District



NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD.

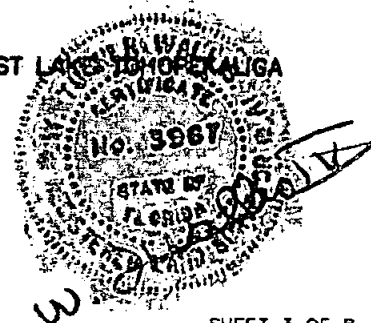
STATE PLANE COORDINATES SHOWN HEREON = N.A.D. 83/90, FLORIDA EAST ZONE AS DETERMINED FROM G.P.S. TECHNIQUES.

APPLICANTS TOTAL SHORELINE LENGTH = 569'±.

THIS IS A FIELD SURVEY.

LEASE AREA = 195979.45 SQUARE FEET.

WEST LAKE TOHOPEKALIGA



SHEET 3 OF 8

Attachment A

Page 11 of 22 Pages

Sovereignty Submerged Lands Lease No. 490003974

STRUCTURE DETAIL

52 BOAT SLIPS

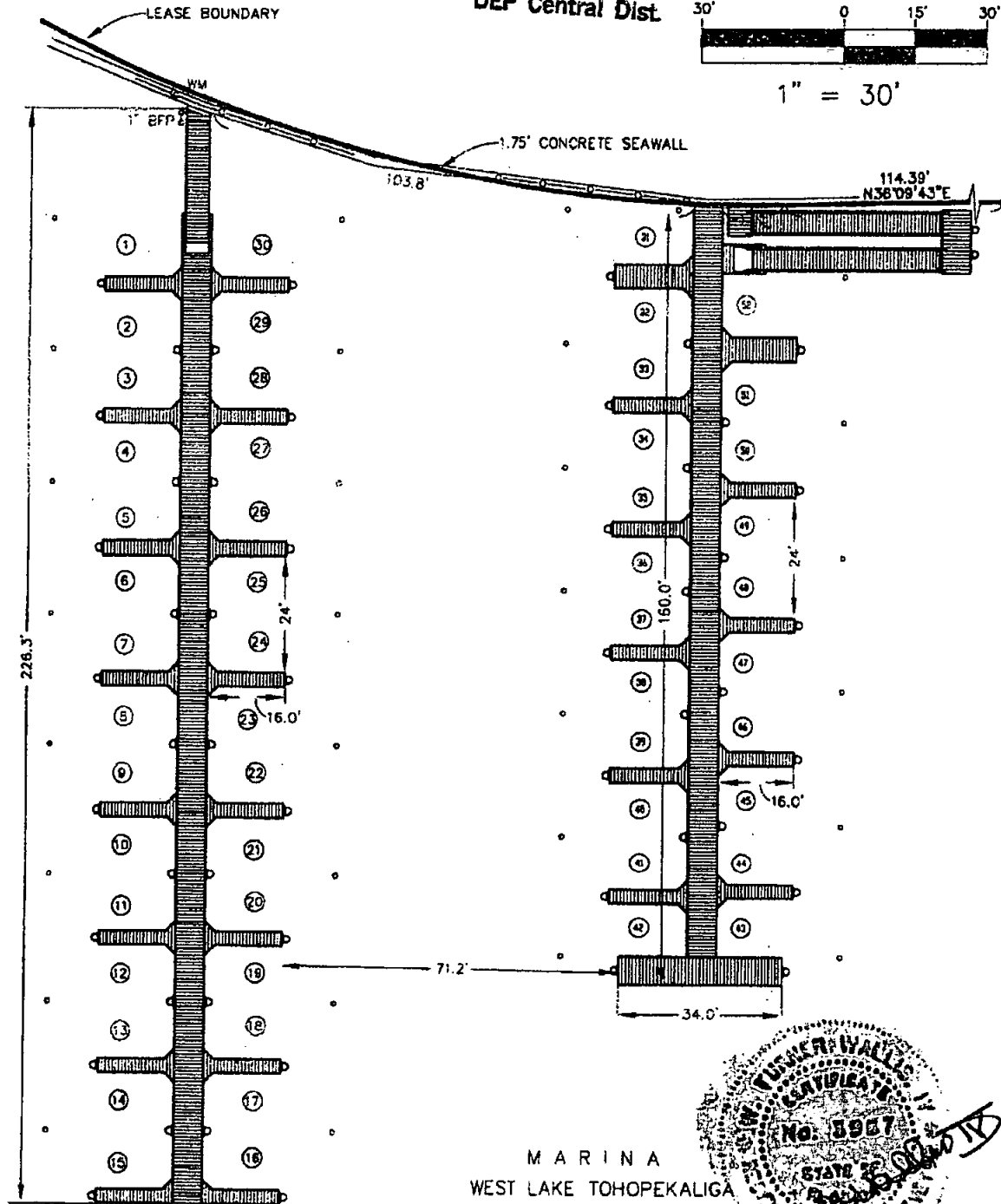
RECEIVED

MAY 09 2014

DEP Central Dist.



1" = 30'



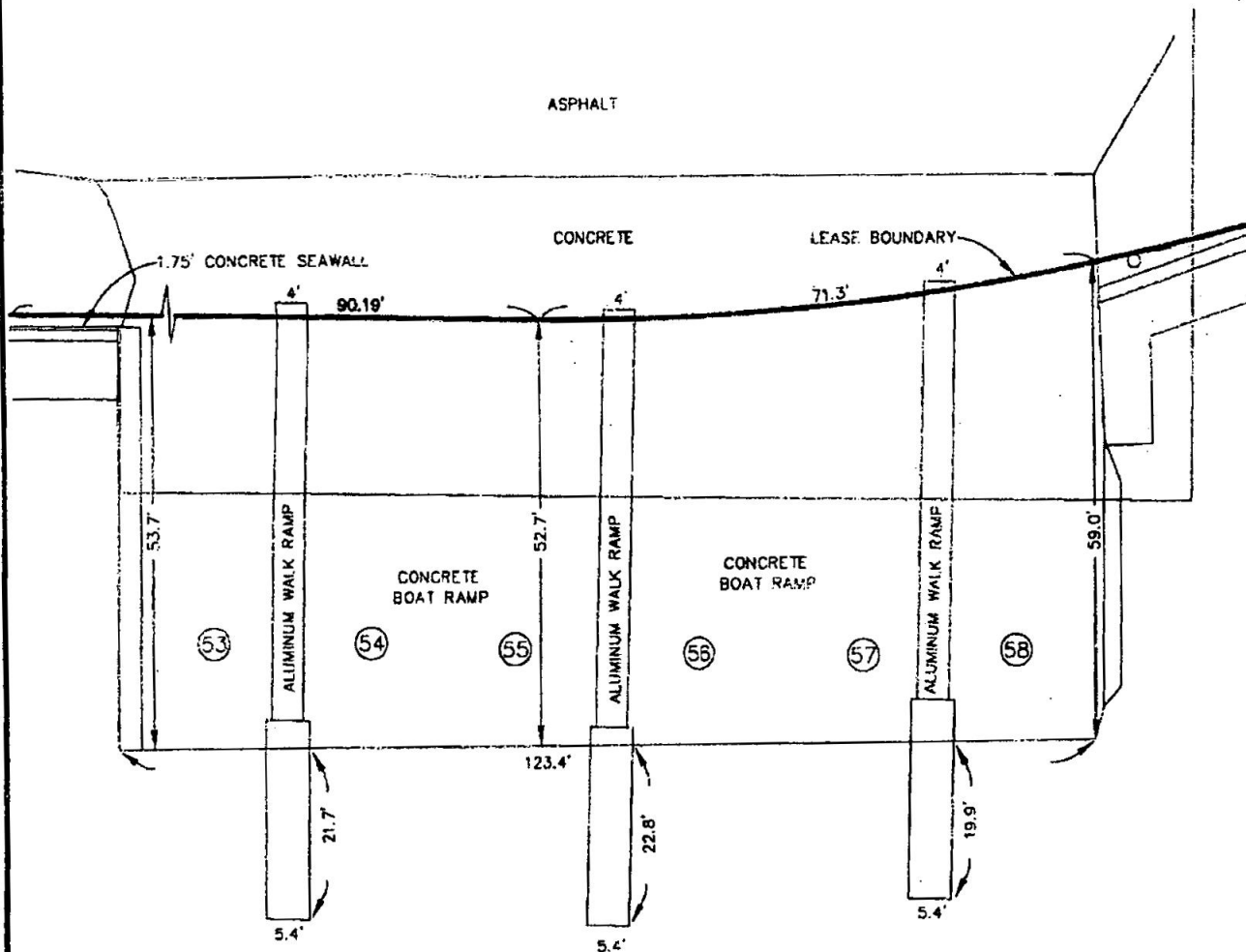
MARINA
WEST LAKE TOHOPEKALIGA

SHEET 4 OF 8

STRUCTURE DETAIL



1" = 20'

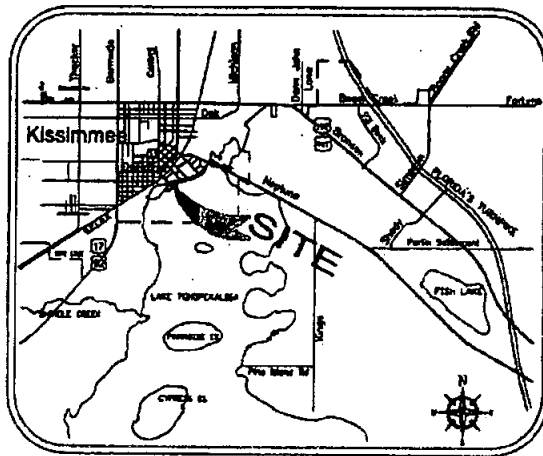


MARINA
WEST LAKE TOHOPEKALIGA

W. J. Sullivan III

SHEET 5 OF 8

LEGAL DESCRIPTION



VICINITY MAP

N.T.S.

RECEIVED

MAY 09 2014

DEP Central Dist.

LEGAL DESCRIPTION

A Submerged Land Lease Parcel located in West Lake Tohopekaliga, Kissimmee, Florida and being a portion of Section 27, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at a found 4"x4" concrete monument stamped "E 115", run N 37°08'44" E, a distance of 674.16 feet to a set nail and disk, L.B. 966 in a concrete sidewalk; thence run N 46°27'51" E, a distance of 254.47 feet to a set nail and disk, L.B. 966 in a concrete sidewalk; thence run N 67°13'50" E, a distance of 119.97 feet to a set nail and disk L.B. 966 in a concrete sidewalk; thence run N 69°21'13" E, a distance of 78.21 feet to a set nail and disk L.B. 966 in a concrete sidewalk; thence run N 78°12'23" E, a distance of 262.74 feet to a set nail and disk L.B. 966 in a concrete sidewalk; thence run S 67°55'23" W, a distance of 6.37 feet to a point on the Southerly face of a concrete seawall and being the Point of Beginning; thence departing said Southerly face of concrete seawall run S 10°29'49" E, a distance of 111.89 feet; thence run N 79°20'15" E, a distance of 104.47 feet; thence run N 11°11'10" W, a distance of 113.66 feet to a point on aforesaid Southerly face of concrete seawall; thence run Southwesterly along said Southerly face of concrete seawall S 83°02'17" W, a distance of 20.05 feet; thence run S 76°11'21" W, a distance of 45.16 feet; thence run S 78°28'22" W, a distance of 38.01 feet to the Point of Beginning.

Contains 11755.36 square feet, 0.27 acres, more or less.

CERTIFICATION

THIS SURVEY IS CERTIFIED TO:

CITY OF KISSIMMEE

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, (TIIF)

NOTES

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY, AND WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE (F.A.C.).

DATE OF SURVEY	08/20/07	REVISIONS
SCALE	1" = 30'	03/11/2014 REVISED IMPROVEMENTS
F.B.	1037 PAGE 14	
SECTION	27	
TWP.	25 S., RMC. 29 E.	
JOB NO.	07-109A	SHEET 6 OF 8

JOHNSTON'S
SURVEYING & ENGINEERING
900 Shady Lane, Kissimmee, Florida 34744-8895
Tel: (407) 895-2170 Fax: (407) 895-2170

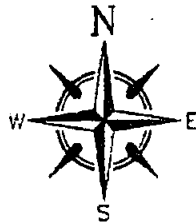
W. Turner Wallis, Jr. 5-06-14
W. TURNER WALLIS, JR., L.S.M. #3967 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION

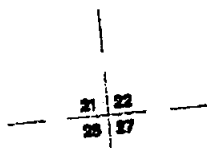
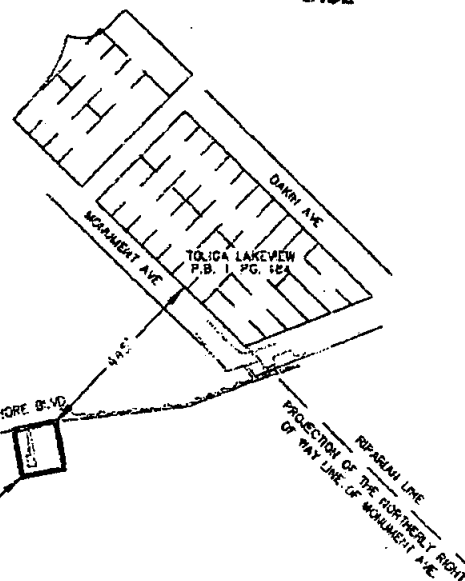
RECEIVED

MAY 09 2014

DEP Central Dist.



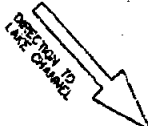
1" = 400'



NORTHEASTERLY LINE OF LOT 1,
LILLIE A. JOHNSON'S RESUBDIVISION
P.B. 1, PG. 77

FOUND
BY C.M.
F. 15

BASES OF BEARINGS
1983



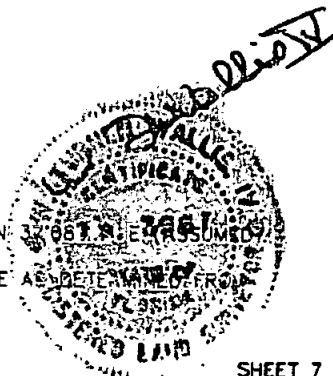
WEST LAKE TOHOPEKALIGA

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATE DATUM.
REFERENCE DATUM = NAD 83/90, FLORIDA EAST ZONE. REFERENCE BEARING = N 37°08'14" E (ASSUMED)

STATE PLANE COORDINATES SHOWN HEREON = N.A.D. 83/90, FLORIDA EAST ZONE AS DETERMINED FROM
G.P.S. TECHNIQUES.

APPLICANTS TOTAL SHORELINE LENGTH = 2900'±.



SHEET 7 OF 8

Attachment A

Page 15 of 22 Pages

Sovereignty Submerged Lands Lease No. 490003974

SKETCH OF DESCRIPTION



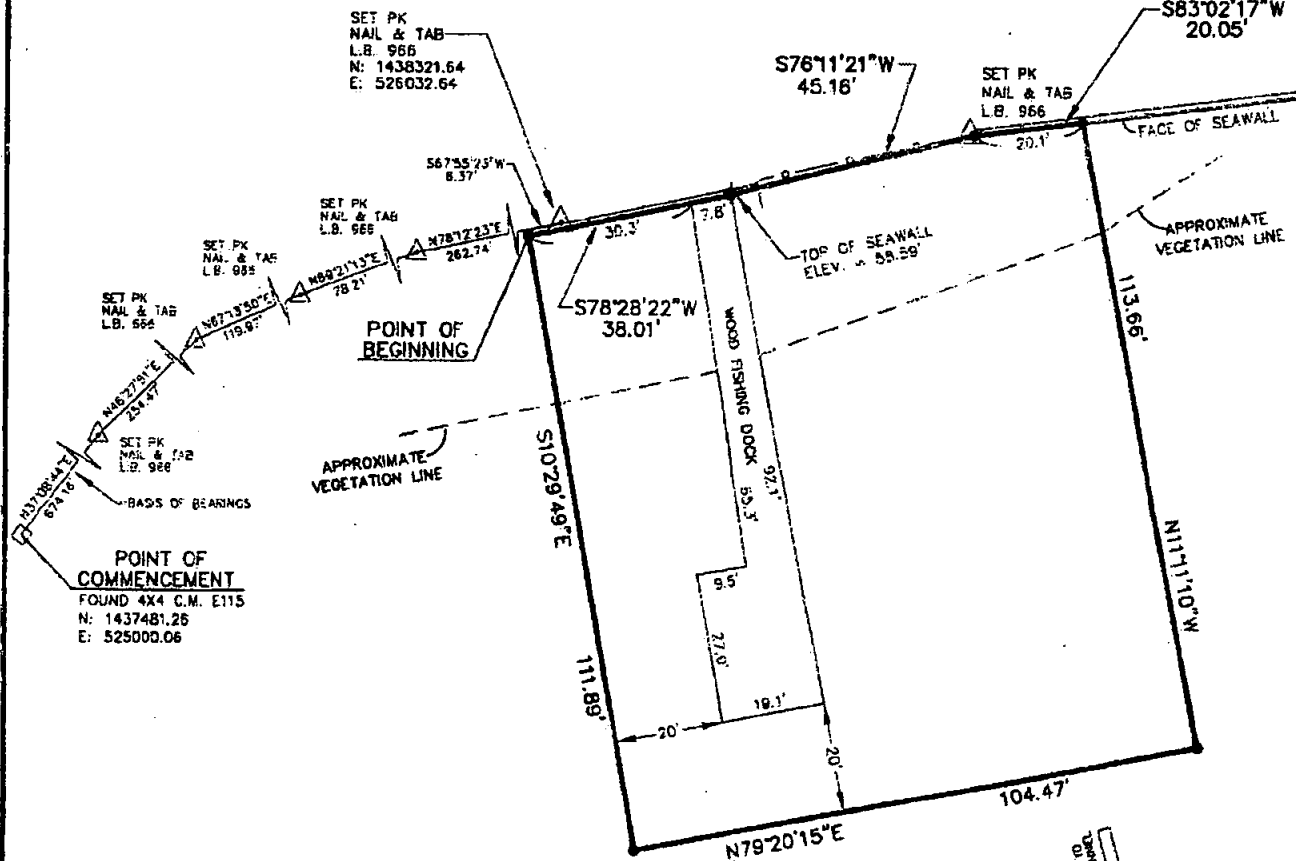
1" = 30'

RECEIVED

MAY 09 2014

LAKE SHORE BLVD.

DEP Central Dist.



LAKE TOHOPEKALIGA

NOTES:

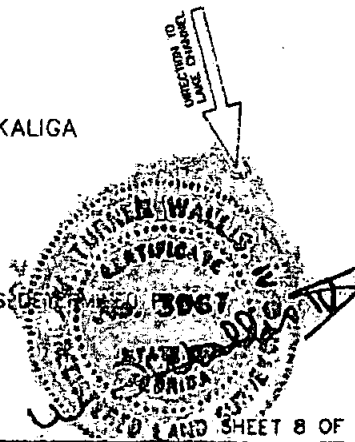
BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATE DATUM.
REFERENCE DATUM = NAD 83/90, FLORIDA EAST ZONE.

STATE PLANE COORDINATES SHOWN HEREON = N.A.D. 83/90, FLORIDA EAST ZONE AS DETERMINED BY G.P.S. TECHNIQUES.

APPLICANTS TOTAL SHORELINE LENGTH = 2900'±.

THIS IS A FIELD SURVEY.

LEASE AREA = 11755.36 SQUARE FEET.

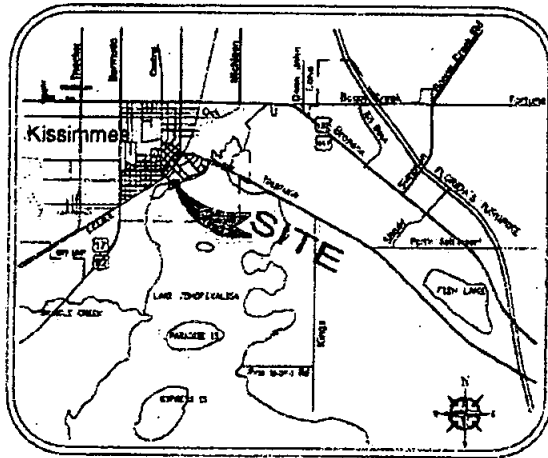


Attachment A

Page 16 of 22 Pages

Sovereignty Submerged Lands Lease No. 490003974

LEGAL DESCRIPTION



VICINITY MAP

N.T.S.

RECEIVED

MAY 09 2014

DEP Central Dist.

LEGAL DESCRIPTION

A Submerged Land Lease Parcel located in West Lake Tohopekaliga, Kissimmee, Florida and being a portion of Section 27, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at a found 4"x4" concrete monument stamped "E 115", run N 37°08'44" E, a distance of 674.16 feet to a set nail and disk, L.B. 956 in a concrete sidewalk; thence run S 08°25'19" W, a distance of 5.57 feet to a point on the Easterly face of a concrete seawall and being the Point of Beginning; thence departing said Easterly face of concrete seawall run S 47°56'47" E, a distance of 106.38 feet; thence run N 42°17'18" E, a distance of 98.68 feet; thence run N 49°00'56" W, a distance of 24.23 feet; thence run N 42°37'20" E, a distance of 59.45 feet; thence run N 47°22'27" W, a distance of 50.50 feet; thence run N 78°56'28" W, a distance of 52.73 feet to a point on aforesaid Easterly face of concrete seawall; thence run Southwesterly along said Easterly face of concrete seawall S 36°32'05" W, a distance of 26.22 feet; thence run S 36°35'33" W, a distance of 105.41 feet to the Point of Beginning.

Contains 15977.98 square feet, 0.37 acres, more or less.

NOTES

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY, AND WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE (F.A.C.).

CERTIFICATION

THIS SURVEY IS CERTIFIED TO:

CITY OF KISSIMMEE

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, (TIF)

DATE OF SURVEY	08/20/07	REVISIONS
SCALE	1" = 30'	03/11/2014 REVISED IMPROVEMENTS
F.B.	1037 PAGE 14	
SECTION	27	
TWP.	25 S. RNC. 29 E	
JOB NO.	07-082	SHEET 1 OF 6

JOHNSTON'S
SURVEYING, INC.

600 Shady Lane, Kissimmee, Florida 34741
Tel. (407) 847-2172 Fax (407) 847-0442

W. TURNER WALLIS IV, P.S.M. 506-14

W. TURNER WALLIS IV, P.S.M. #3967 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

Attachment A

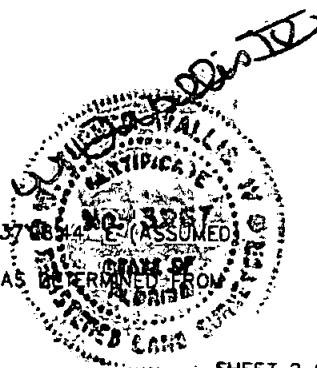
Page 17 of 22 Pages

Sovereignty Submerged Lands Lease No. 490003974

RECEIVED
MAY 09 2014



APPLICANTS TOTAL SHORELINE LENGTH = 2900'±.



Attachment A
Page 18 of 22 Pages
Sovereignty Submerged Lands Lease No. 490003974

SKETCH OF DESCRIPTION

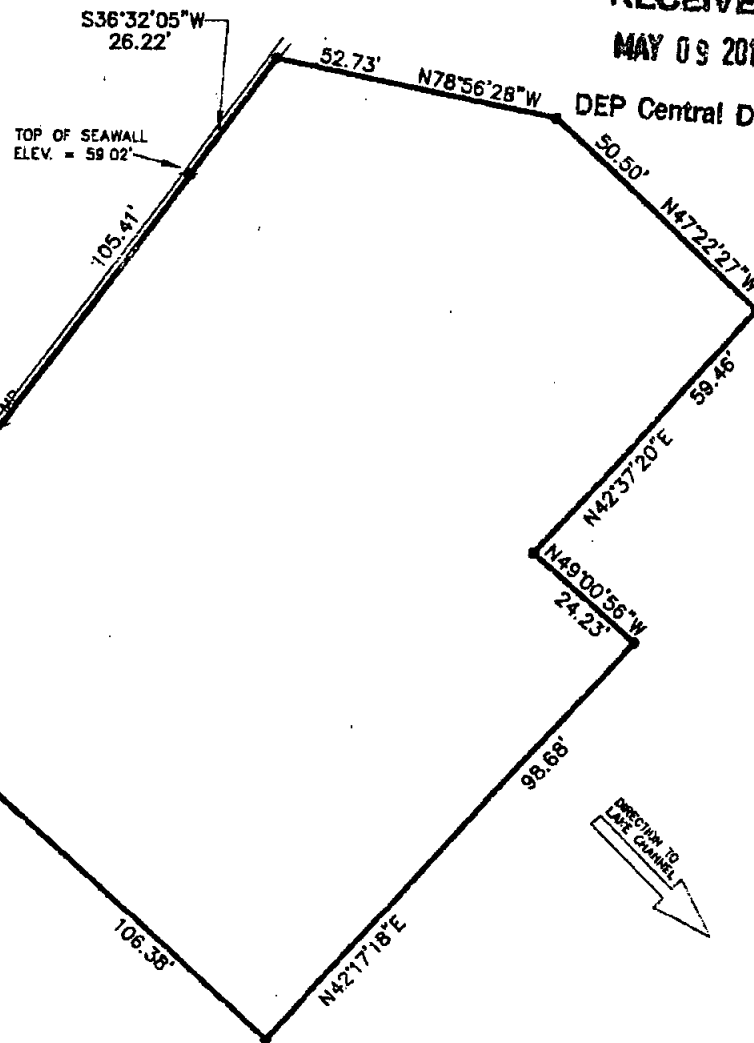


1" = 30'

RECEIVED

MAY 09 2014

DEP Central Dist.



SET PK
NAIL & TAB
L.B. 966
N: 1438018.65
E: 525407.17

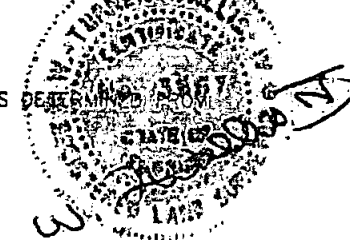
S09°25'19\"/>

POINT OF
BEGINNING

POINT OF
COMMENCEMENT
FOUND 4X4 C.M. E 115
N: 1437481.26
E: 525000.06

NOTES:
BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATE DATUM.
REFERENCE DATUM = NAD 83/90, FLORIDA EAST ZONE.
STATE PLANE COORDINATES SHOWN HEREON = N.A.D. 83/90, FLORIDA EAST ZONE AS DETERMINED BY
G.P.S. TECHNIQUES.
APPLICANTS TOTAL SHORELINE LENGTH = 2900'±.
THIS IS A FIELD SURVEY.
LEASE AREA = 15977.98 SQUARE FEET.
NON-WATER DEPENDENT STRUCTURE (INTERIOR) AREA = 797.53 SQUARE FEET.

LAKE TOHOPEALIGA



SHEET 3 OF 6

Attachment 2

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

DEDICATION

NO. 24443

KNOW ALL MEN BY THESE PRESENTS: That the Trustees of the Internal Improvement Fund of the State of Florida, in pursuance of application made by the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, for dedication of the lands hereinafter described for public municipal purposes, approved by said Trustees on December 20, 1966, have dedicated, and by these presents do hereby dedicate the following described lands in OSCEOLA COUNTY, Florida, to-wit:

All of those sovereignty bottoms of Lake Tohopekaliga lying below or lakeward of the original natural ordinary high water mark of said lake and within the following described tract of land in Sections 22, 27 and 28, Township 25 South, Range 29 East, Osceola County, Florida, to-wit:

From the Southwest corner of said Section 22, run North 00° 01' East along the West line of said Section 22, 148.3 feet to the Point of Beginning of the lands herein described, said point being on the centerline of Atlantic Coast Line Railroad; run thence North 44° 00' East, along said centerline, 441.8 feet to the Northerly right of way line of Ruby Avenue; run thence South 46° 42' 30" East, along said right of way line, 300.0 feet to the Westerly right of way line of Johnston Street; run thence North 44° 00' East, along said right of way line, 740.4 feet to the Northerly right of way line of Monument Avenue; run thence South 46° 42' 30" East, along said right of way line 903.4 feet to the Present Bulkhead Line of Lake Tohopekaliga; run thence South 68° 08' 30" West, along said Bulkhead Line, 221.37 feet; run thence South 83° 07' 30" West, 323.9 feet; run thence South 77° 37' 30" West, 394.4 feet; run thence South 65° 28' 30" West, 396.5 feet to the end of Present Concrete Bulkhead; run thence South 36° 18' West, 1036.32 feet to a point on the South right of way line of Pennfield Street; run thence South 89° 41' 30" West, along said right of way line, 500.0 feet; run thence North 40° 50' West, along the Easterly line of the Lillie A. Johnson Subdivision, 562.32 feet to the centerline of Atlantic Coast Line Railroad; run thence North 57° 57' East, along said centerline 490.9 feet to the Point of Curve of a 2° 00' curve to the left, having a central angle of 13° 57'; run thence 697.5 feet along said curve, to the Point of Tangent; run thence North 44° 00' East, along said centerline 110.02 feet to the Point of Beginning. LESS any right of way of the Atlantic Coast Line Railroad of Record. Containing 19.0 acres, more or less.



111-55-544

The above described lands shall be used for public municipal purposes only, under the supervision and management of The City of Kissimmee, subject to the following provisions:

In the event the said City of Kissimmee shall (1) use said lands for other than public municipal purposes, or (2) for a period of three consecutive years shall fail and neglect to maintain and use the same for said purposes, the dedication hereby made shall at the option of said Trustees be subject to termination upon sixty days notice in writing by the Trustees to said City of Kissimmee.

IN TESTIMONY WHEREOF, the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Trustees to be hereunto affixed, in the City of Tallahassee, Florida, on this the 22nd day of December, A. D. 1966.

(SEAL)
Trustees I. I. Fund

Philip D. Jordan
Governor

Robert Dickerson
Comptroller

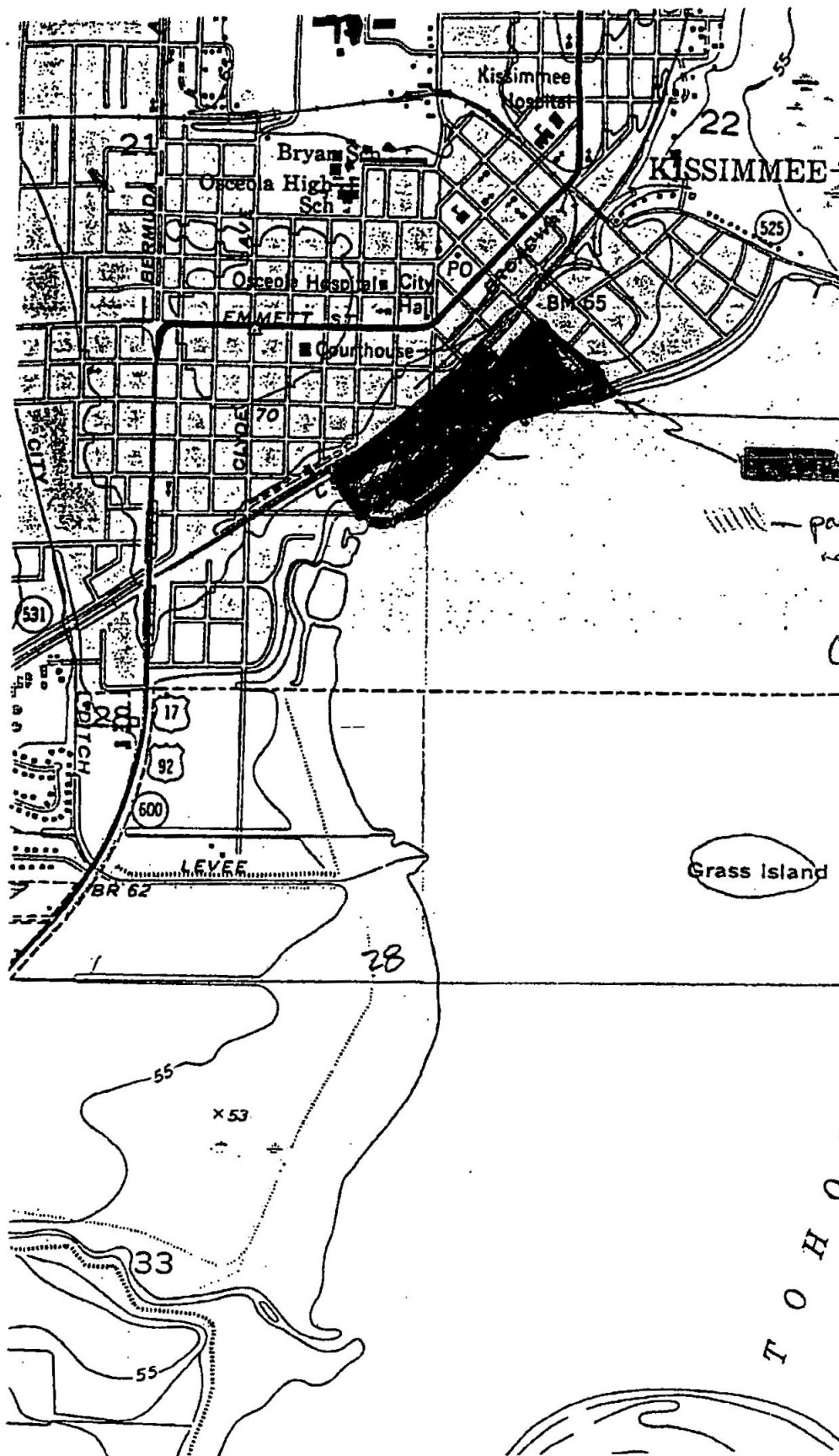
Howard Williams
Treasurer

Paul Faislath
Attorney General

Doyle Bowen
Commissioner of Agriculture

As and Constituting the Trustees
of the Internal Improvement Fund
of the State of Florida

FILED IN THE OFFICE OF CLERK OF CIRCUIT COURT, OSCEOLA COUNTY, FLORIDA
ON THE 11 DAY OF January, A. D. 1967, RECORDED AT 2:20
CLOCK P.M. IN BOOK 156 OF OFFICIAL RECORDS, PAGE 543
HARRIS G. DANIEL, CLERK By Mattie R. Wilson D.C.



This Instrument Prepared By:

Pattie J. Scott
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL AND
**MODIFICATION TO INCREASE SQUARE FOOTAGE,
REFLECT ALL CURRENT STRUCTURES AND EXTEND
TO TEN YEARS STANDARD TERM**

BOT NO.: 490003974

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Kissimmee, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 27, Township 25 South, Range 29 East, in West Lake Tohopekaliga, Osceola County, containing 264,676 square feet, more or less, as is more particularly described and shown on Attachment A, dated February 11, 2008.

TO HAVE THE USE OF the hereinabove described premises from February 29, 2008, the effective date of this modified lease renewal, through April 6, 2018, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate an existing 69-slip docking facility with a non-water dependent one-story building (vacant yacht club structure), fishing pier with adjacent concrete boat ramp, and a one story non-water dependent restaurant/bait shop exclusively to be used for mooring of recreational vessels in conjunction with a commercial marina and upland public park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and without liveaboards as defined in paragraph 24, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this Lease.

[02/29]

This Instrument Prepared By:
Pattie J. Scott
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 40921
BOT FILE NO. 490232863
PA NO. _____

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to City of Kissimmee, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 27,
Township 25 South, Range 29 East, in West Lake Tohopekaliga,
Osceola County, as is more particularly described and shown on
Attachment A, dated May 16, 2007.

TO HAVE THE USE OF the hereinabove described premises for a period of 5 years from February 28, 2008, the effective date of this easement. The terms and conditions of and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for a pre-existing breakwater. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable. . If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, to remove any structures that are no longer authorized under this lease.
3. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any subsequent renewals plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.
4. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for:
- (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any subsequent renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.
5. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.
6. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.
7. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.
8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Kissimmee, Florida
101 North Church Street
Kissimmee, Florida 32741

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment B, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 8 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in the riparian upland property enforceable in summary proceedings as provided by law.

20. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

21. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

22. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

23. ADVERTISEMENTS/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities except as authorized in this lease and conditioned by Special Lease Condition No. 31.C., are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

Page 4 of 25 Pages
Sovereignty Submerged Lands Lease No. 490003974

24. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

25. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

26. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

27. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. SPECIAL LEASE CONDITIONS:

A. Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(28), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

B. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a "first come, first served" basis, as defined in subsection 18-21.003(25), Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility and at the upland entrance to the docking A facility which are clearly visible to passing boaters and the general public. The signs shall contain language clearly indicating that no less than ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that ninety percent (90%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

C. The Lessee shall not rebuild or restore the non-water dependent structures included in this lease if 50 percent or more of the area encompassed by the structure is destroyed or if use of the structure has been discontinued and 50 percent or more of the structure must be replaced in order to restore the structure to a safely useable condition unless authorized by the Lessor. In addition, the use of the non-water dependent structures included in this lease shall not be converted to a new use except as authorized by the Lessor.

WITNESSES:

Mary K. Thurmond
Original Signature
Mary K. Thurmond
Print/Type Name of Witness
Kathy C. Griffin
Original Signature
Kathy C. Griffin
Print/Type Name of Witness

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 22nd day of December, 2008, by
Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of
Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
DEP Attorney

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY: [Signature]
Jeffery M. Gentry, Operations and Management Consultant
Manager, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the State
of Florida

"LESSOR"

Printed, Typed or Stamped Name
Notary Public State of Florida
Kathy C Griffin
My Commission Expires DD77892
Expires 10/30/2011
Commission/Serial No. _____

WITNESSES:

City of Kissimmee, Florida
BY: [Signature]
Original Signature of Executing Authority
Jim Swan
Typed/Printed Name of Executing Authority

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

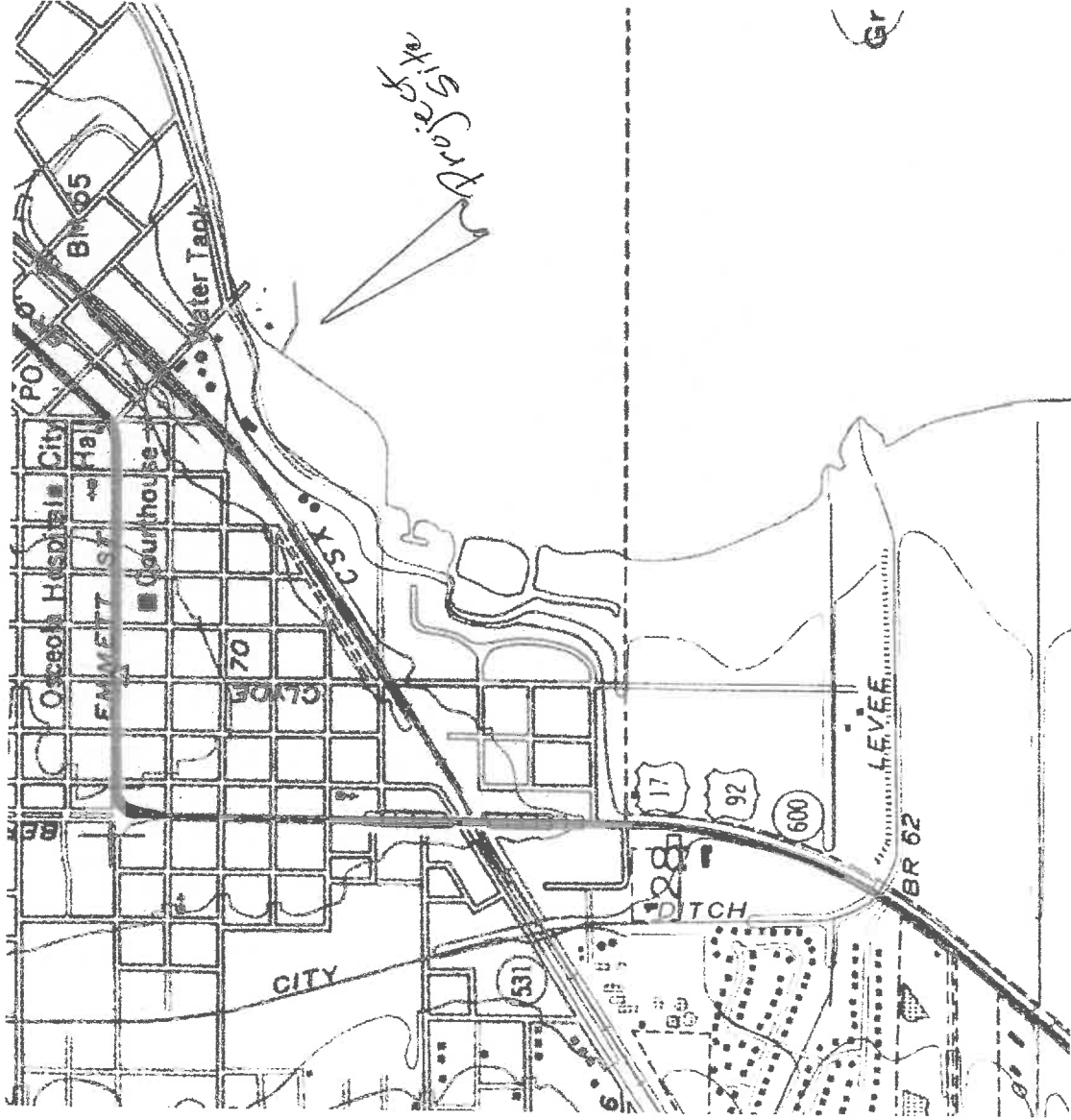
STATE OF Florida

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 22th day of December, 2008, by
Jim Swan as Mayor, for and on behalf of City of Kissimmee, Florida. He is personally known to me or who has produced
_____, as identification.

My Commission Expires:

[Signature]
Signature of Notary Public
Notary Public, State of Florida
Desiree S. Matthews
Printed, Typed or Stamped Name

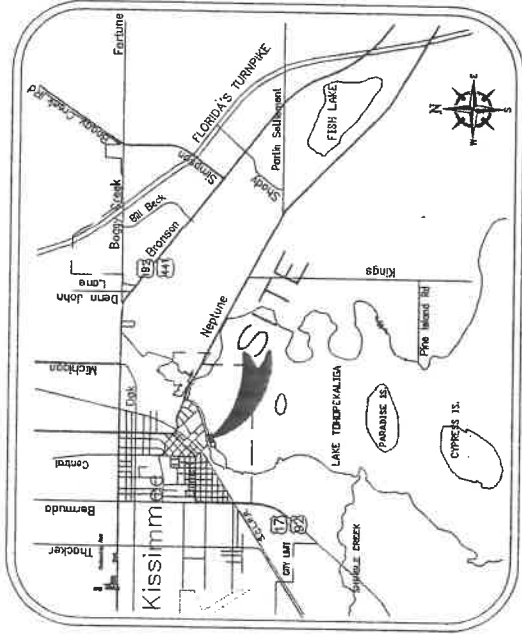


Section 27, Township 25S, Range 29E

Quad Map 162C Kissimmee (1987)

Attachment A
Page 7 of 25 Pages
SLL No. 490003974

LEGAL DESCRIPTION



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION

A Submerged Land Lease Parcel located in West Lake Tohopekaliga, Kissimmee, Florida and being a portion of Sections 27 and 28, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

From the Northeastly corner of Lillie A. Johnson's Resubdivision, as recorded in Plat Book 1, Page 77 of the Public Records of Osceola County, Florida, run N 57° 57' 30" E, along the Southeastly Right of Way line of Seaboard Coastline Railroad, 284.48 ft. to the Most Westerly corner of the Kissimmee Utility Authority Lands; run thence S 38° 36' 41" E, along said Kissimmee Utility Authority property line, 708.62 ft. to the Point of Beginning; run thence S 89° 08' 31" E, 90.19 ft. to the Point of Curvature of a 325.00 ft. Radius Curve to the Left; run thence along said Curve, 310.26 ft. (Chord bearing N 63° 30' 36" E, Chord = 298.61 ft.) to the Point of Tangency; run thence N 36° 09' 43" E, 114.39 ft; run thence S 36° 49' 52" E, along the Regulated Highwater Elevation 55 and the projection thereof, 70.38 ft; continue thence S 51° 03' 41" E, along said Regulated Highwater Elevation 55, 184.99 ft; run thence S 17° 21' 14" W, 342.17 ft. to a point, 2.00 ft. South of the Existing Board Breakwater; run thence N 89° 04' 01" W, 297.05 ft; run thence N 00° 55' 59" E, 53.39 ft. to a point being 2.00 ft. South of the Most Northerly Existing Board Breakwater; run thence N 89° 13' 23" W, 269.93 ft; run thence N 00° 51' 29" E, 213.96 ft. to the North edge of the seawall; run thence S 89° 08' 31" E, 53.80 ft. to the Point of Beginning.

Contains 195,979.45 sq. ft. more or less

NOTES

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY, AND WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE (F.A.C.).

CERTIFICATION
THIS SURVEY IS CERTIFIED TO:

CITY OF KISSIMMEE
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. (TIIF)

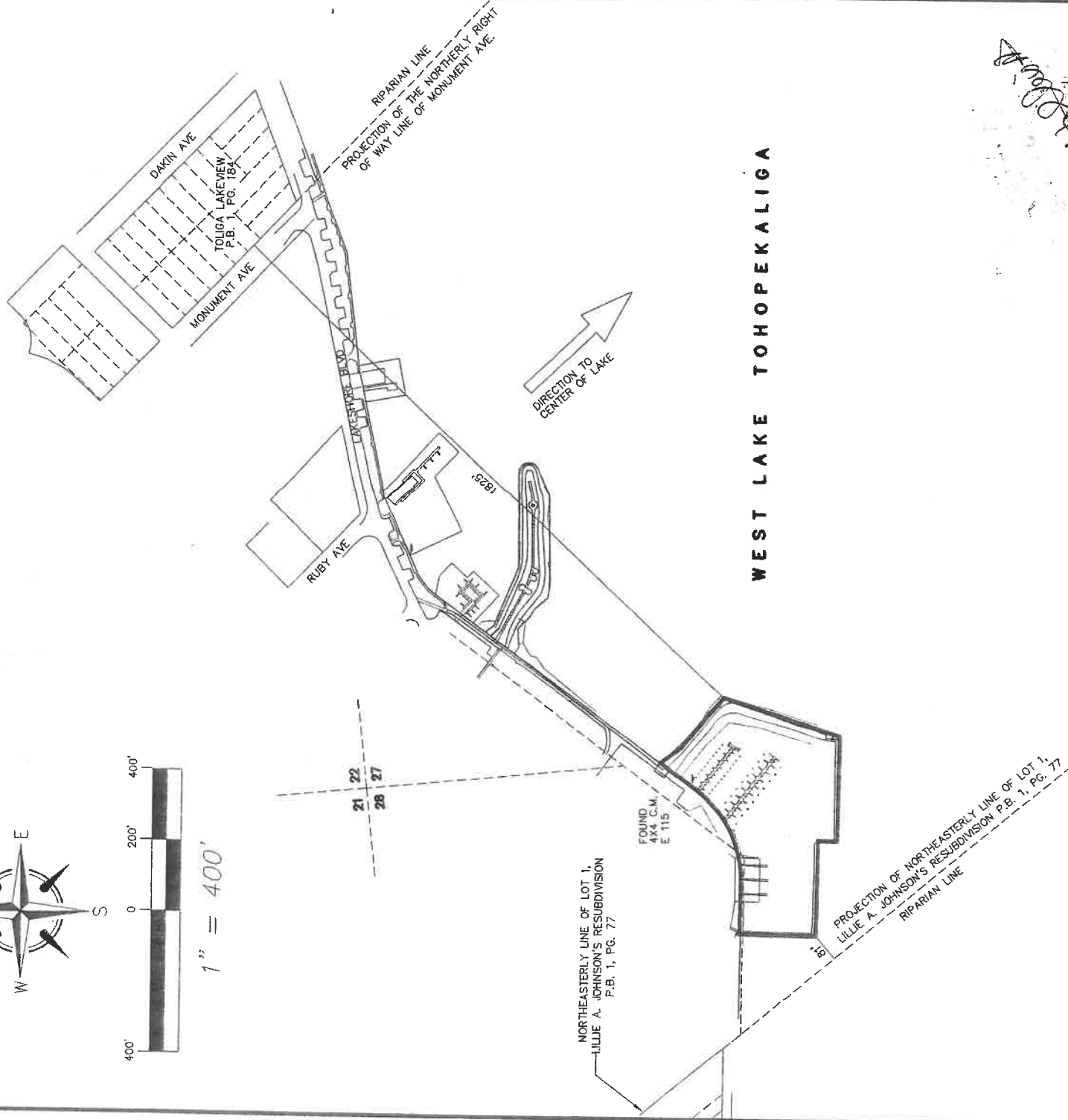
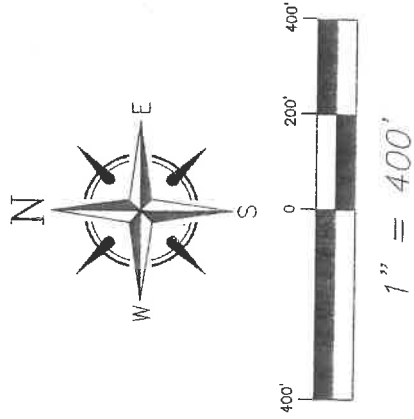
DATE OF SURVEY	02/05/08	REVISIONS
SCALE	1" = 100'	
F.B.	1037	PAGE 14
SECTION	27 & 28	
TWP.	25	S., RNG. 29 E.
JOB NO.	07-082	SHEET 1 OF 5

JOHNSTON'S
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8895
Tel. (407) 847-2179 Fax (407) 847-6140

W. J. Wallis IV 2-11-08
W. TURNER WALLIS IV, P.S.M. #3967 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION

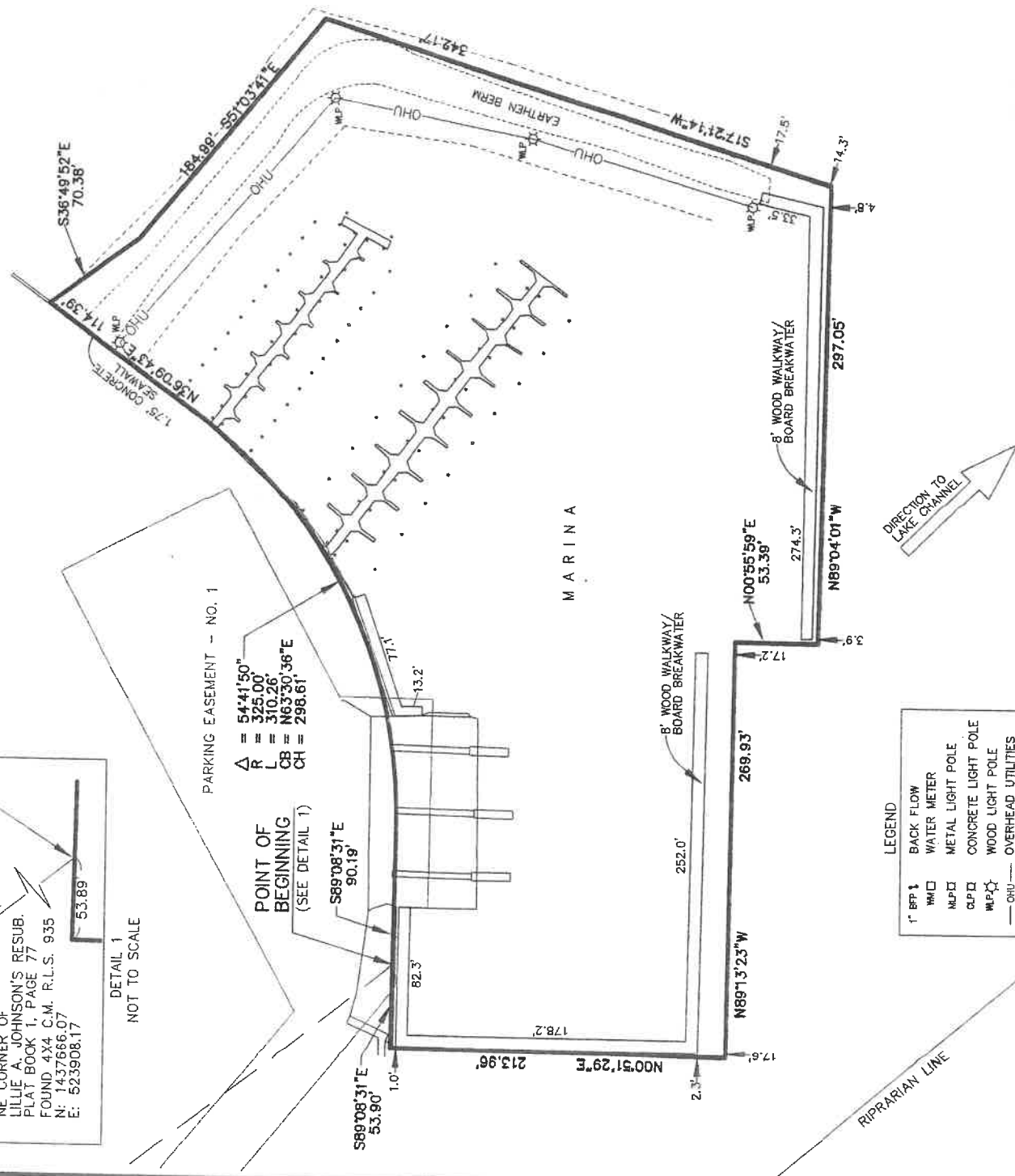
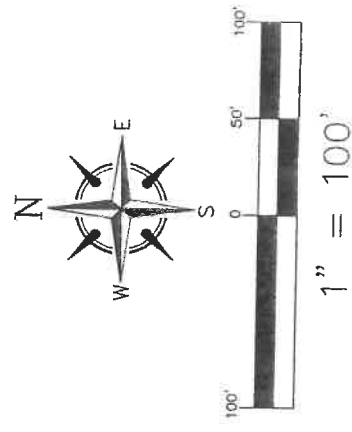
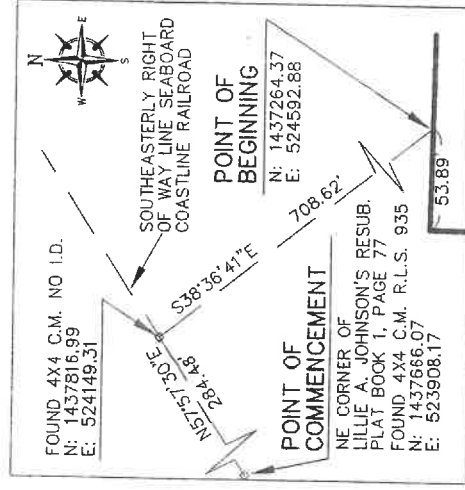


NOTES:
APPLICANTS SHORELINE LENGTH = 569'±.

SHEET 2 OF 5

Attachment A
Page 9 of 25 Pages
SSLL No. 490003974

SKETCH OF DESCRIPTION

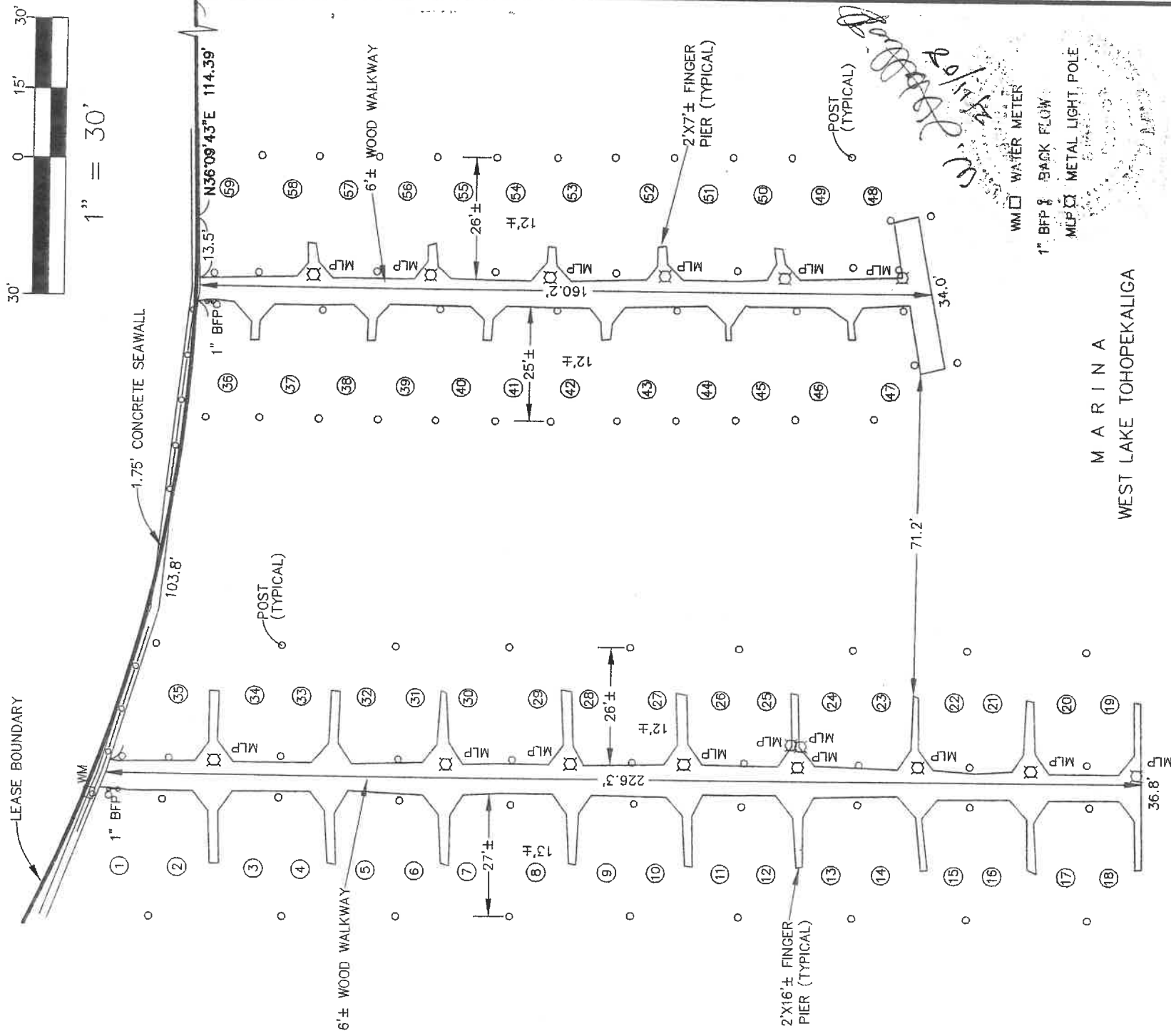


WEST LAKE TOHOPEKALIGA

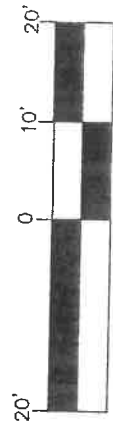
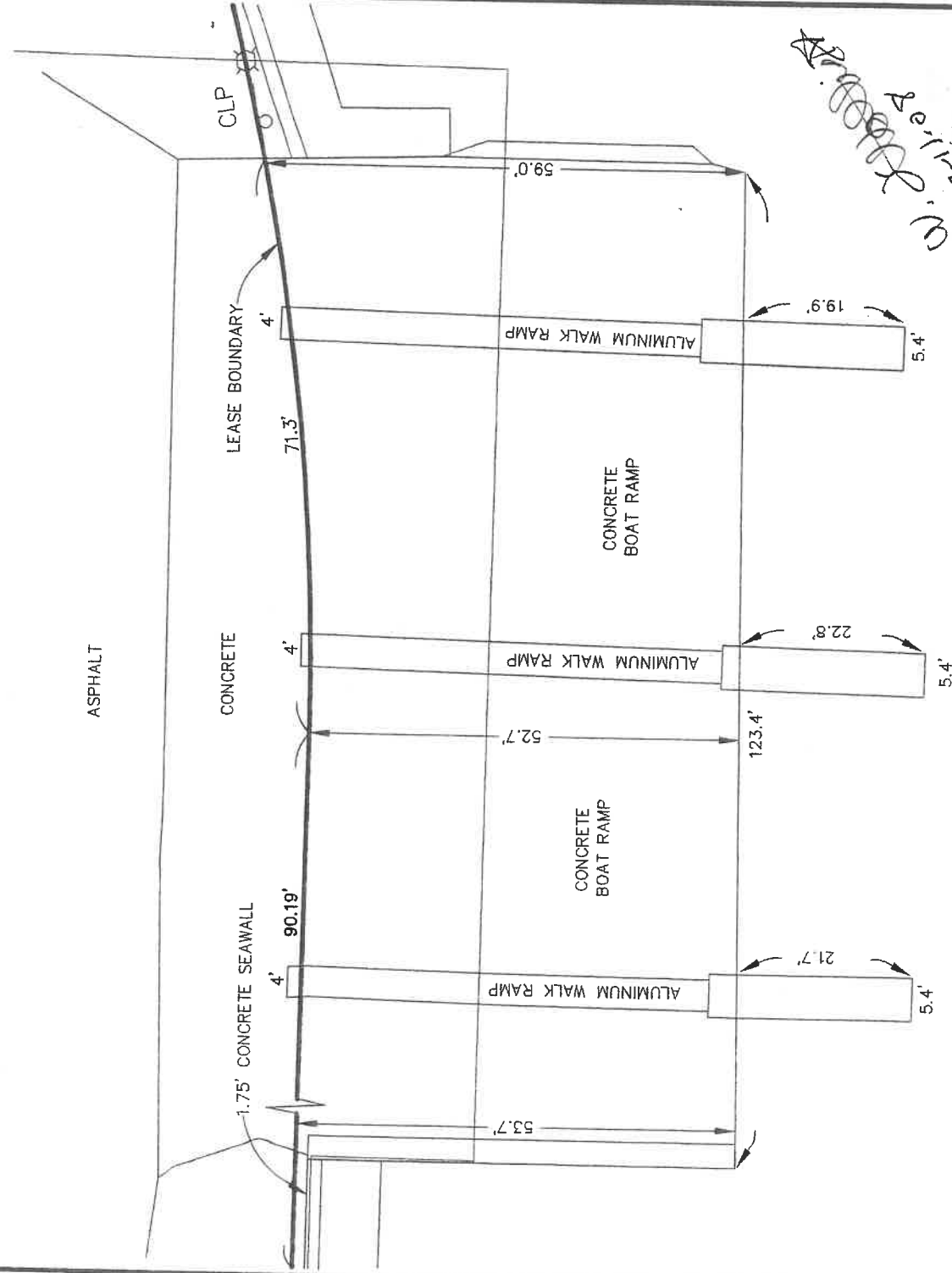
NOTES:
BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING ALONG THE
SOUTHEASTERLY RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD.
STATE PLANE COORDINATES SHOWN HEREON = N.A.D. 83/90, FLORIDA EAST ZONE
AS DETERMINED FROM G.P.S. TECHNIQUES.
APPLICANTS TOTAL SHORELINE LENGTH = 569'±.
THIS IS A FIELD SURVEY.
LEASE AREA = 195979.45 SQUARE FEET.

SHEET 3 OF 5

59 BOAT SLIPS @ 12'±X30'±



Attachment A
Page 11 of 25 Pages
SSLL No. 490003974


$$1'' = 20'$$


M A R I N A
WEST LAKE TOHOPEKALIGA

CLP ☒ CONCRETE-LIGHT POLE
 _____ ☐ INFORMATION SIGN

SHEET 5 OF 5

Attachment A
Page 12 of 25 Pages
SSLL No. 490003974

LEGAL DESCRIPTION



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION

A Submerged Land Lease Parcel located in West Lake Tohopekaliga, Kissimmee, Florida and being a portion of Section 27, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at a found 4"x4" concrete monument stamped "E 115", run N 37°08'44" E, a distance of 674.16 feet to a set nail and disk, L.B. 966 in a concrete sidewalk; thence run N 46°27'51" E, a distance of 254.47 feet to a set nail and disk, L.B. 966 in a concrete sidewalk; thence run N 67°13'50" E, a distance of 119.97 feet to a set nail and disk L.B. 966 in a concrete sidewalk; thence run N 69°21'13" E, a distance of 78.21 feet to a set nail and disk L.B. 966 in a concrete sidewalk; thence run N 78°12'23" E, a distance of 262.74 feet to a set nail and disk L.B. 966 in a concrete sidewalk; thence run S 67°55'23" W, a distance of 6.37 feet to a point on the Southerly face of a concrete seawall and being the Point of Beginning; thence departing said Southerly face of concrete seawall run S 10°29'49" E, a distance of 111.89 feet; thence run N 79°20'15" E, a distance of 104.47 feet; thence run N 11°11'10" W, a distance of 113.66 feet to a point on aforesaid Southerly face of concrete seawall; thence run Southwesterly along said Southerly face of concrete seawall S 83°02'17" W, a distance of 20.05 feet; thence run S 76°11'21" W, a distance of 45.16 feet; thence run S 78°28'22" W, a distance of 38.01 feet to the Point of Beginning.

Contains 11755.36 square feet, 0.27 acres, more or less.

NOTES

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY, AND WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE (F.A.C.).

CERTIFICATION
THIS SURVEY IS CERTIFIED TO:

CITY OF KISSIMMEE
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, (TIIF)

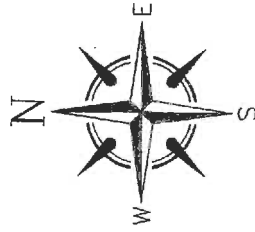
DATE OF SURVEY	08/20/07	REVISIONS
SCALE 1" = 30'		
F.B. 1037 PAGE 14		
SECTION 27		
TWP. 25 S. RING. 29 E.		
JOB NO. 07-082		SHEET 1 OF 3

JOHNSTON'S
SURVEYING INC.

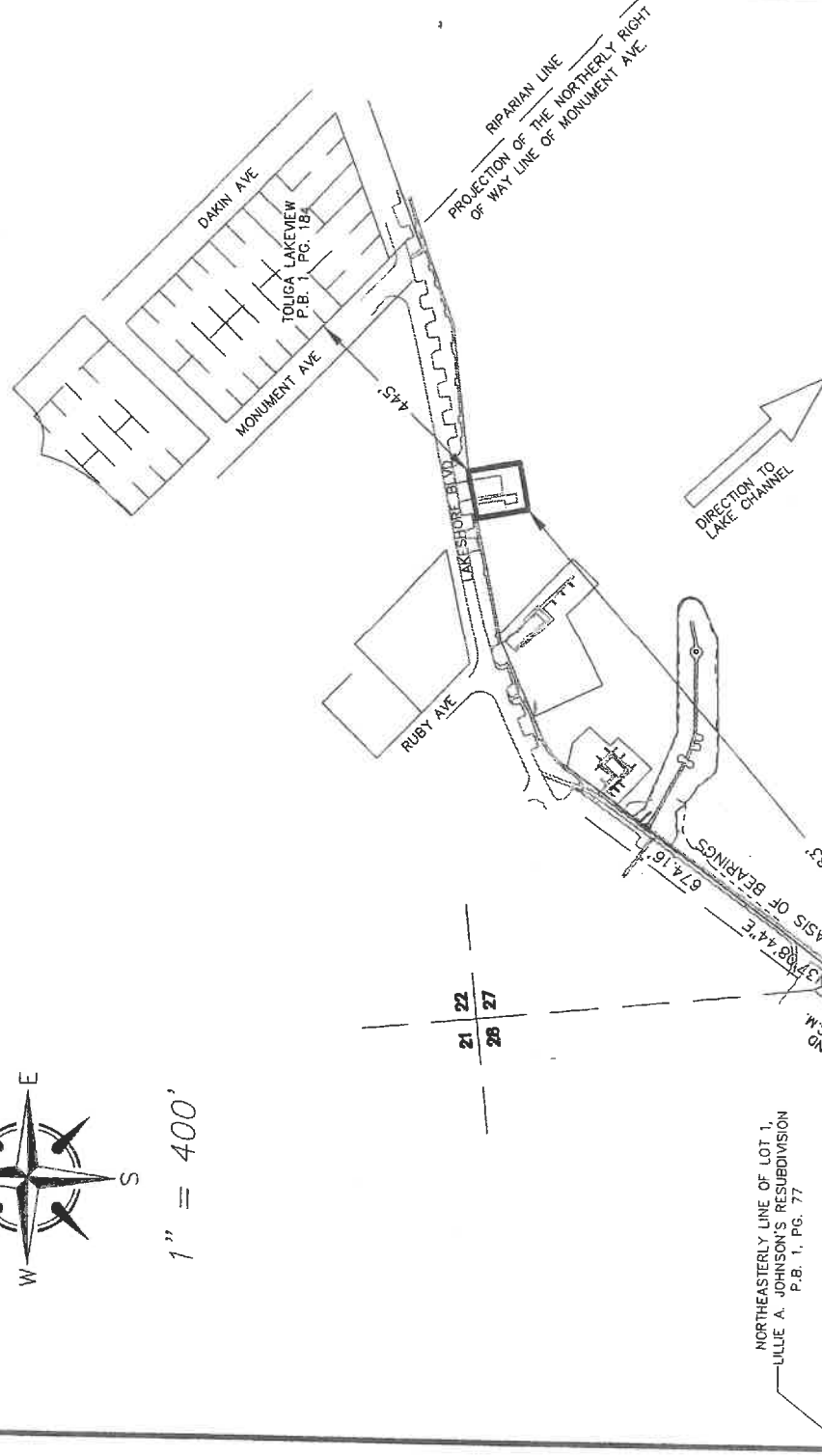
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

W. Turner Wallis IV 10-02-07
W. TURNER WALLIS IV, P.S.M. #3967 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



1" = 400'



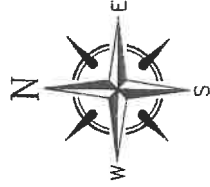
WEST LAKE TOHOPEKALIGA

NOTES:
BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATE DATUM.
REFERENCE DATUM = NAD 83/90, FLORIDA EAST ZONE. REFERENCE BEARING = N 37°08'44" E (ASSUMED).
STATE PLANE COORDINATES SHOWN HEREON = N.A.D. 83/90, FLORIDA EAST ZONE AS DETERMINED FROM G.P.S. TECHNIQUES.

APPLICANTS TOTAL SHORELINE LENGTH = 2900'±.

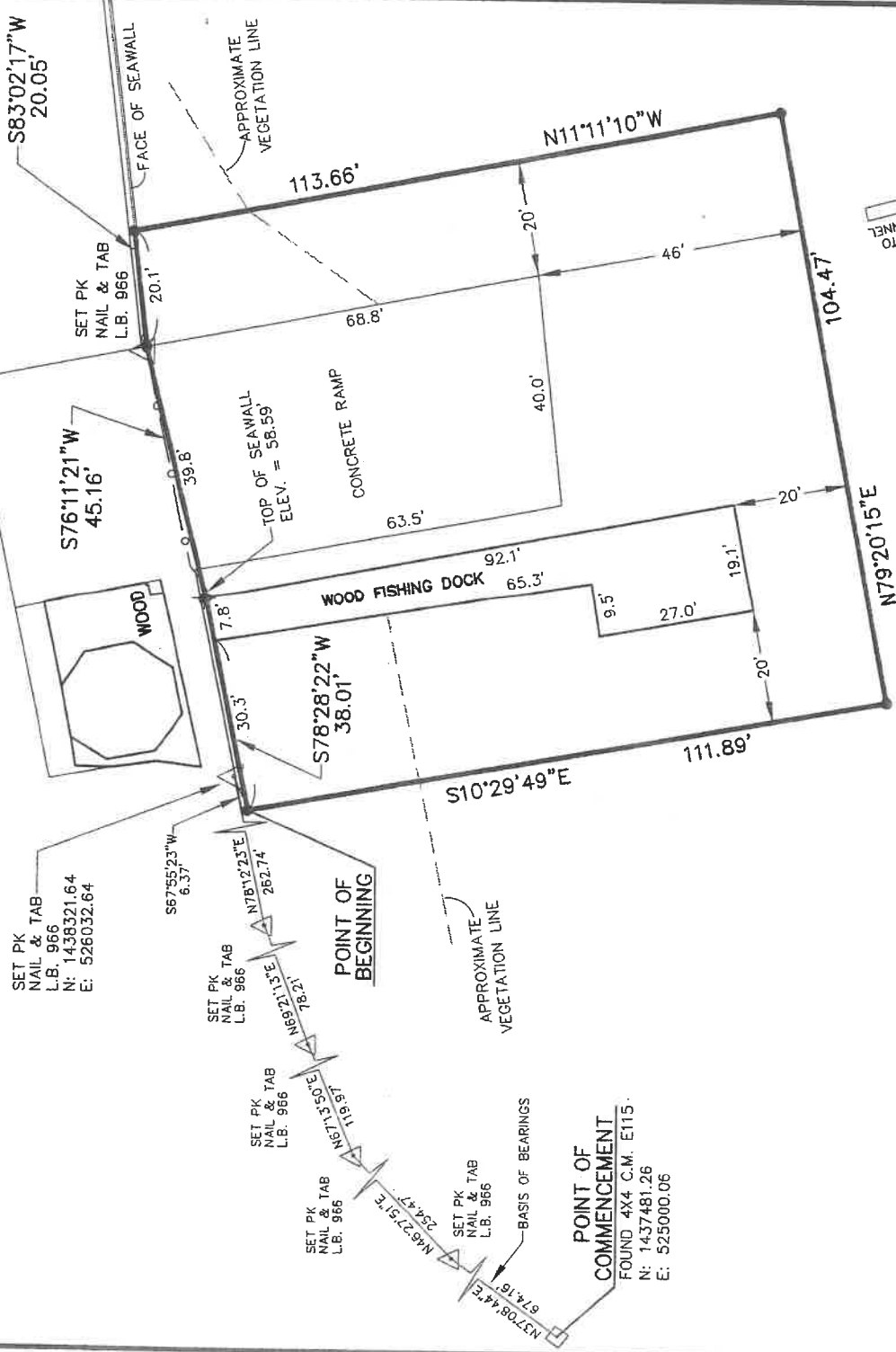
SHEET 2 OF 3

SKETCH OF DESCRIPTIC I



1" = 30'

LAKESHORE BLVD.



LAKE TOHOPEKALIGA

NOTES:
BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATE DATUM.
REFERENCE DATUM = NAD 83/90, FLORIDA EAST ZONE.

STATE PLANE COORDINATES SHOWN HEREON = N.A.D. 83/90, FLORIDA EAST ZONE AS DETERMINED FROM G.P.S. TECHNIQUES.

APPLICANTS TOTAL SHORELINE LENGTH = 2900'±.

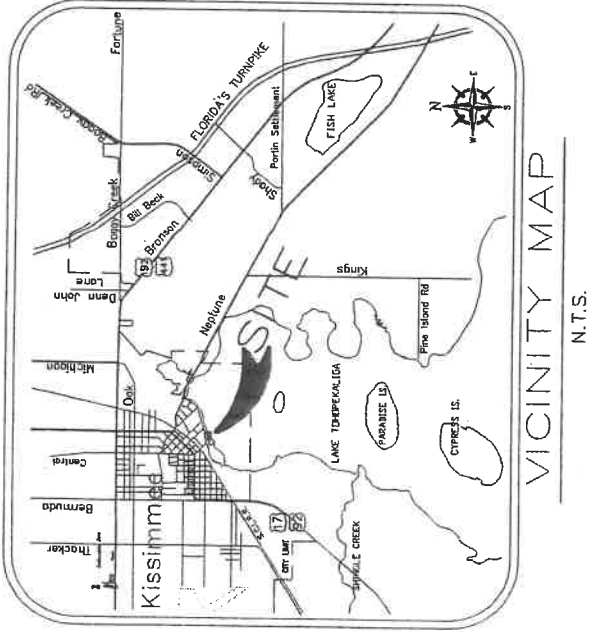
THIS IS A FIELD SURVEY.

LEASE AREA = 11755.36 SQUARE FEET.

SHEET 3 OF 3

Attachment A
Page 15 of 25 Pages
SLL No. 490003974

LEGAL DESCRIPTION



LEGAL DESCRIPTION

A Submerged Land Lease Parcel located in West Lake Tohopekaliga, Kissimmee, Florida and being a portion of Section 27, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at a found 4"x4" concrete monument stamped "E 115", run N 37°08'44" E, a distance of 674.16 feet to a set nail and disk, L.B. 966 in a concrete sidewalk; thence run N 46°27'51" E, a distance of 254.47 feet to a set nail and disk, L.B. 966 in a concrete sidewalk; thence run S 26°30'52" E, a distance of 3.39 feet to a point on the Southerly face of a concrete seawall and being the Point of Beginning; thence departing said Southerly face of concrete seawall continue S 26°30'52" E, a distance of 158.75 feet; thence run N 63°43'10" E, a distance of 174.35 feet; thence run S 46°36'18" E, a distance of 95.43 feet; thence run N 44°42'38" E, a distance of 76.11 feet; thence run N 47°50'58" W, a distance of 228.40 feet to a point on aforesaid Southerly face of concrete seawall; thence run Southwesterly along said Southerly face of concrete seawall the following six courses, S 81°28'53" W, a distance of 16.61 feet; thence run S 66°10'38" W, a distance of 46.23 feet; thence run S 61°46'54" W, a distance of 13.93 feet; thence run S 67°05'41" W, a distance of 37.02 feet; thence run S 65°07'18" W, a distance of 48.58 feet; thence run S 66°41'24" W, a distance of 34.73 feet to the Point of Beginning.

Contains 40963.28 square feet, 0.94 acres, more or less.

CERTIFICATION
THIS SURVEY IS CERTIFIED TO:

CITY OF KISSIMMEE
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, (TIIF)

NOTES

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY, AND WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE (F.A.C.).

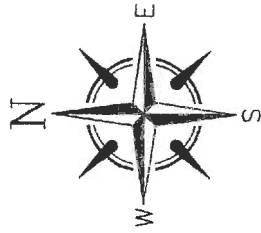
DATE OF SURVEY	08/20/07	REVISIONS
SCALE 1" = 60'		
F.B. 1037 PAGE 14		
SECTION 27		
TWP. 25 S. 29 E.		
JOB NO. 07-082		SHEET 1 OF 6

JOHNSTON'S
SURVEYING INC.

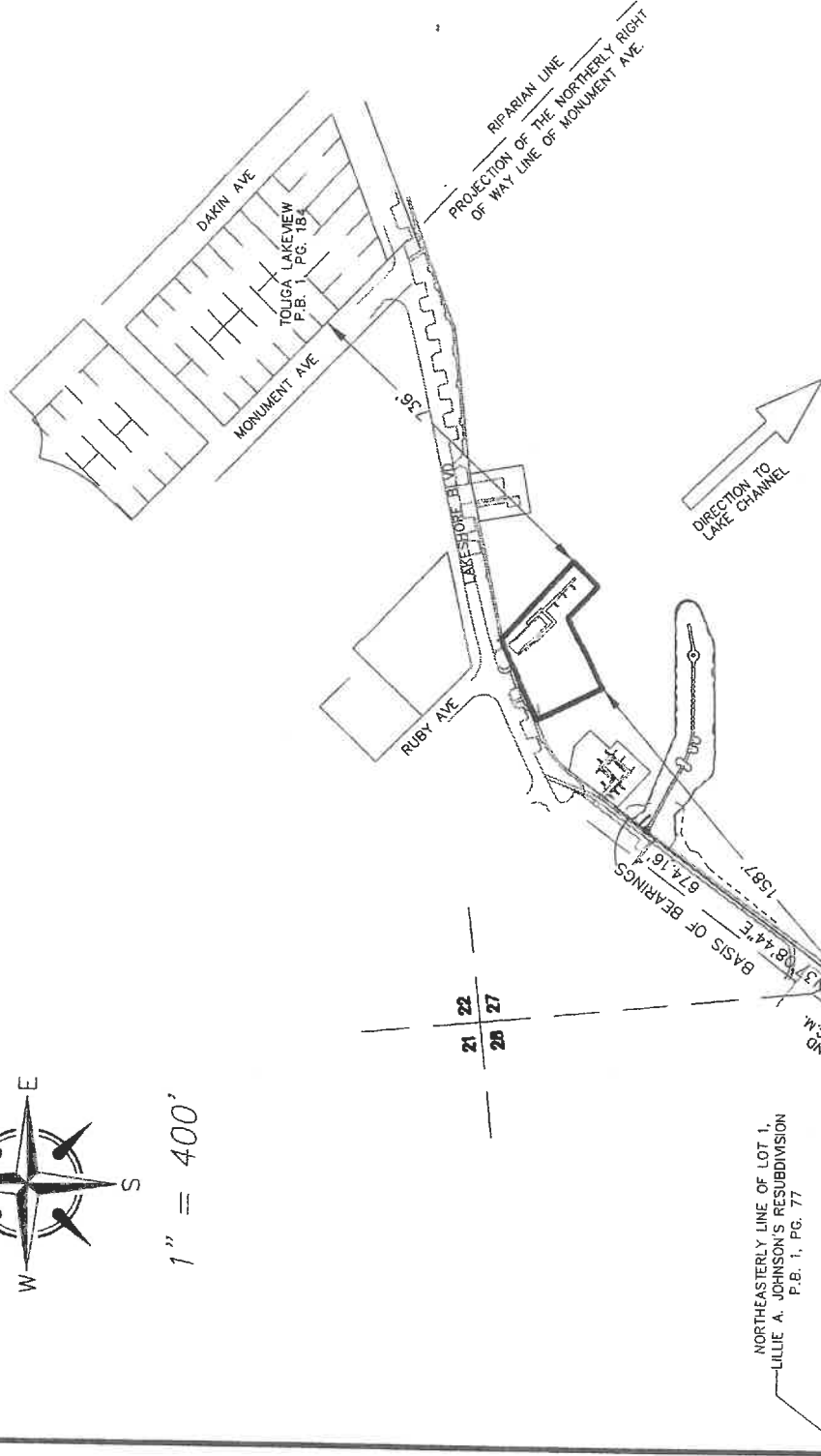
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

W. Turner Wallis IV 10-02-07
W. TURNER WALLIS IV, P.S.M. #3967 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



1" = 400'



NORTHEASTERLY LINE OF LOT 1,
LILLIE A. JOHNSON'S RESUBDIVISION
P.B. 1, PG. 77

FOUND
F. 115 C.M.
N 37°08'44" E
674.16'

1587'

674.16'

674.16'

674.16'

674.16'

674.16'

674.16'

674.16'

674.16'

674.16'

674.16'

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674.16'

674.16'

674.16'

674.16'

674.16'

674.16'

674.16'

674.16'

674.16'

674.16'

WEST LAKE TOHOPEKALIGA



PROJECTION OF THE NORTHERLY RIGHT
OF WAY LINE OF MONUMENT AVE.

RI-PARIAN LINE

MONUMENT AVE
TOLUGA LAKE NEW
P.B. 1, PG. 154

DAKIN AVE

RUBY AVE

LAKESHORE BLVD

3.6

PROJECTION OF NORTHEASTERLY LINE OF LOT 1,
LILLIE A. JOHNSON'S RESUBDIVISION P.B. 1, PG. 77
RI-PARIAN LINE

W. L. Johnson

NOTES:
BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATE DATUM.
REFERENCE DATUM = NAD 83/90, FLORIDA EAST ZONE. REFERENCE BEARING = N 37°08'44" E (ASSUMED).

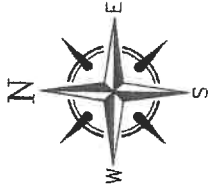
STATE PLANE COORDINATES SHOWN HEREON = N.A.D. 83/90, FLORIDA EAST ZONE AS DETERMINED FROM
G.P.S. TECHNIQUES.

APPLICANTS TOTAL SHORELINE LENGTH = 2900'±.

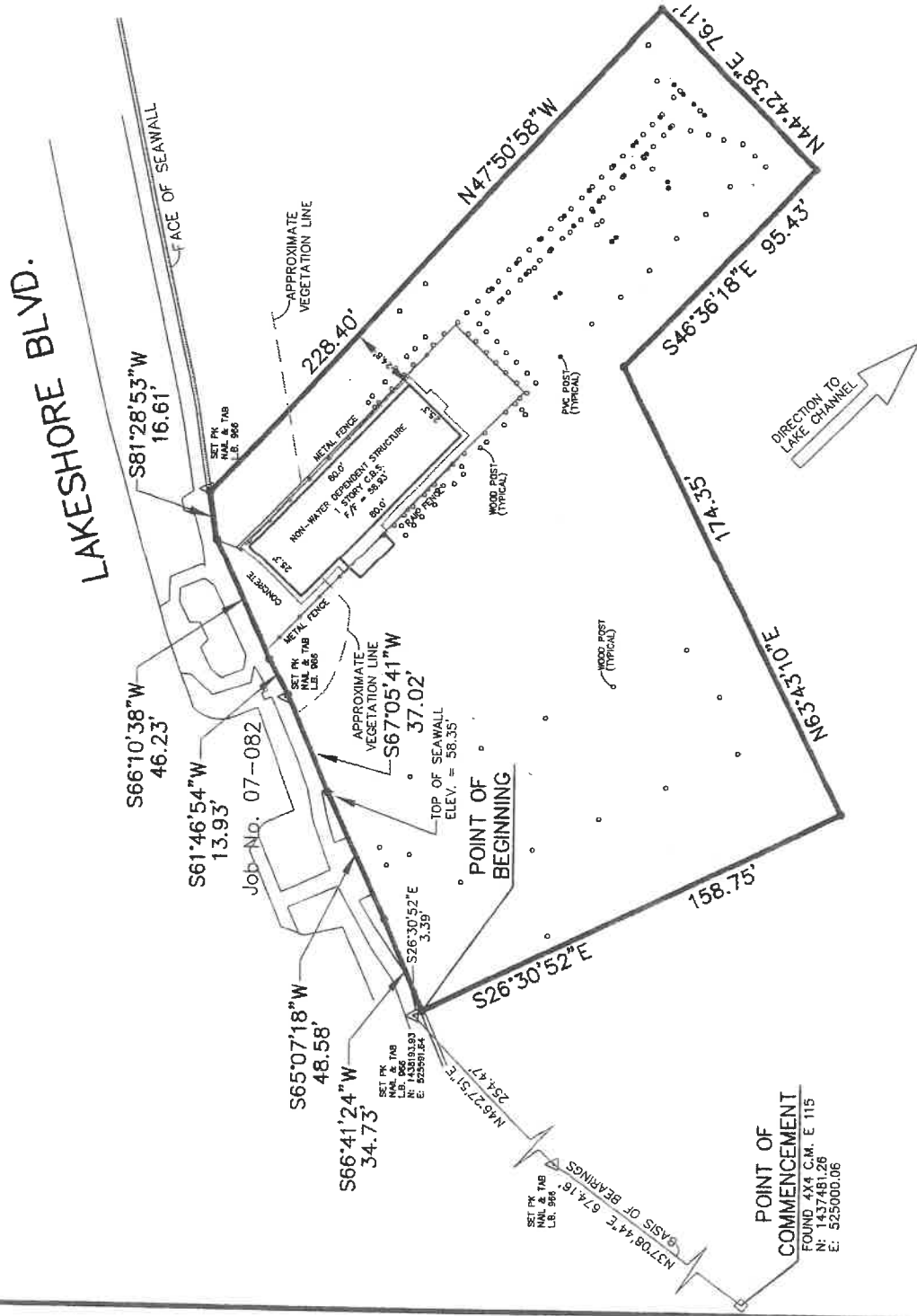
SHEET 2 OF 6

Attachment A
Page 17 of 25 Pages
SSLL No. 490003974

SKETCH OF DESCRIPTIC



1" = 60'



LAKE TOHOPEKALIGA

NOTES:
BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATE DATUM.
REFERENCE DATUM = NAD 83/90, FLORIDA EAST ZONE.
STATE PLANE COORDINATES SHOWN HEREON = N.A.D. 83/90, FLORIDA EAST ZONE AS DETERMINED FROM G.P.S. TECHNIQUES.

APPLICANTS TOTAL SHORELINE LENGTH = 2900'±.

THIS IS A FIELD SURVEY.

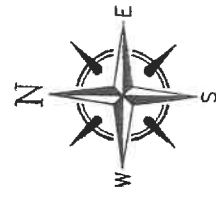
LEASE AREA = 40963.28 SQUARE FEET.

NON-WATER DEPENDENT STRUCTURE (INTERIOR) AREA = 1887.12 SQUARE FEET.

SHEET 3 OF 6

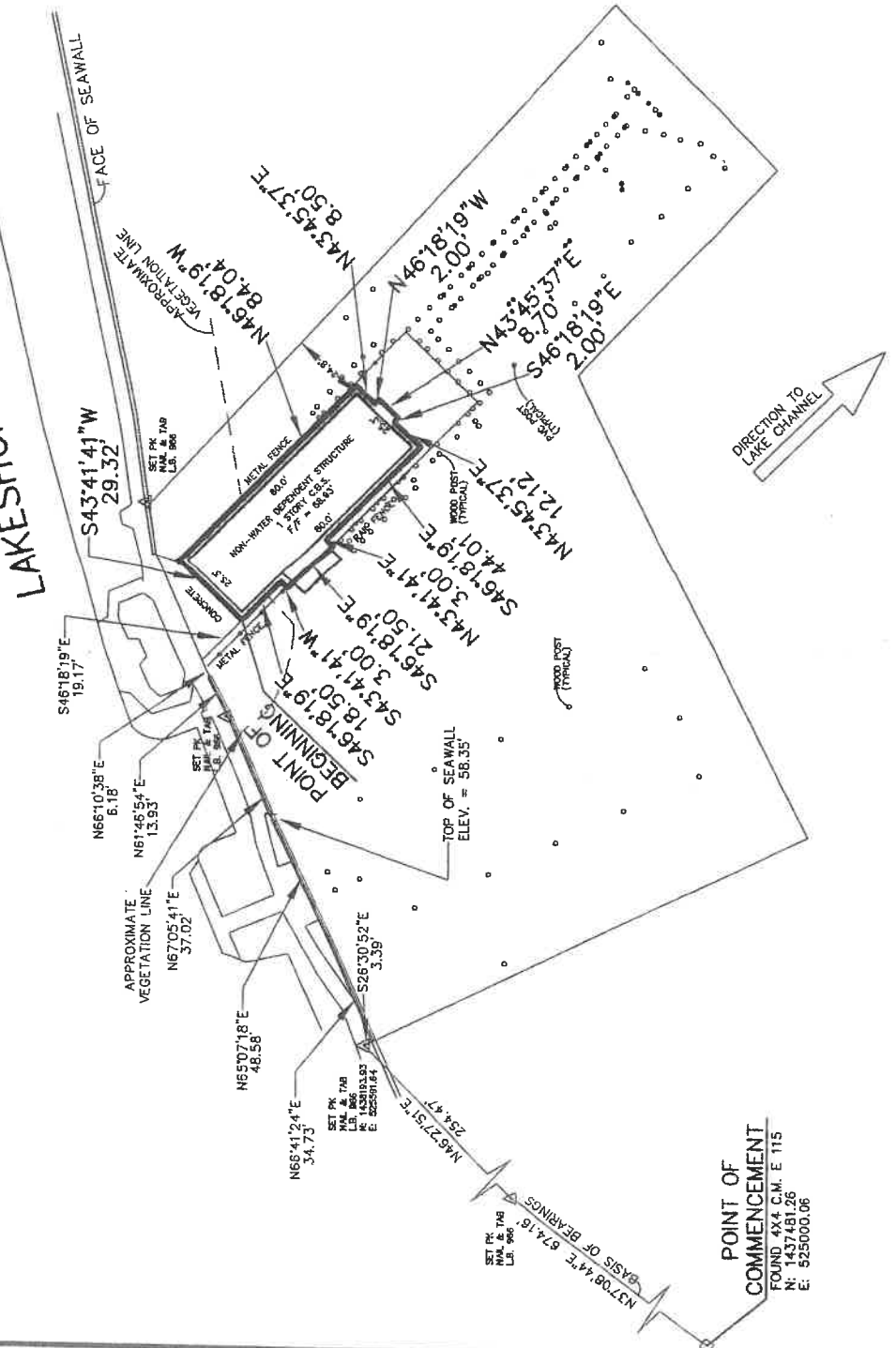
Attachment A
Page 18 of 25 Pages
SSLL No. 490003974

NON-WATER DEPENDENT STRUCTURE SKETCH OF DESCRIPTION



1" = 60'

LAKESHORE BLVD.

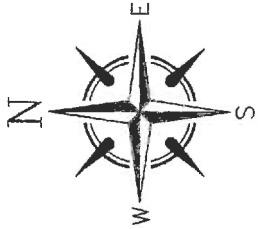


LAKE TOHOPEKALIGA

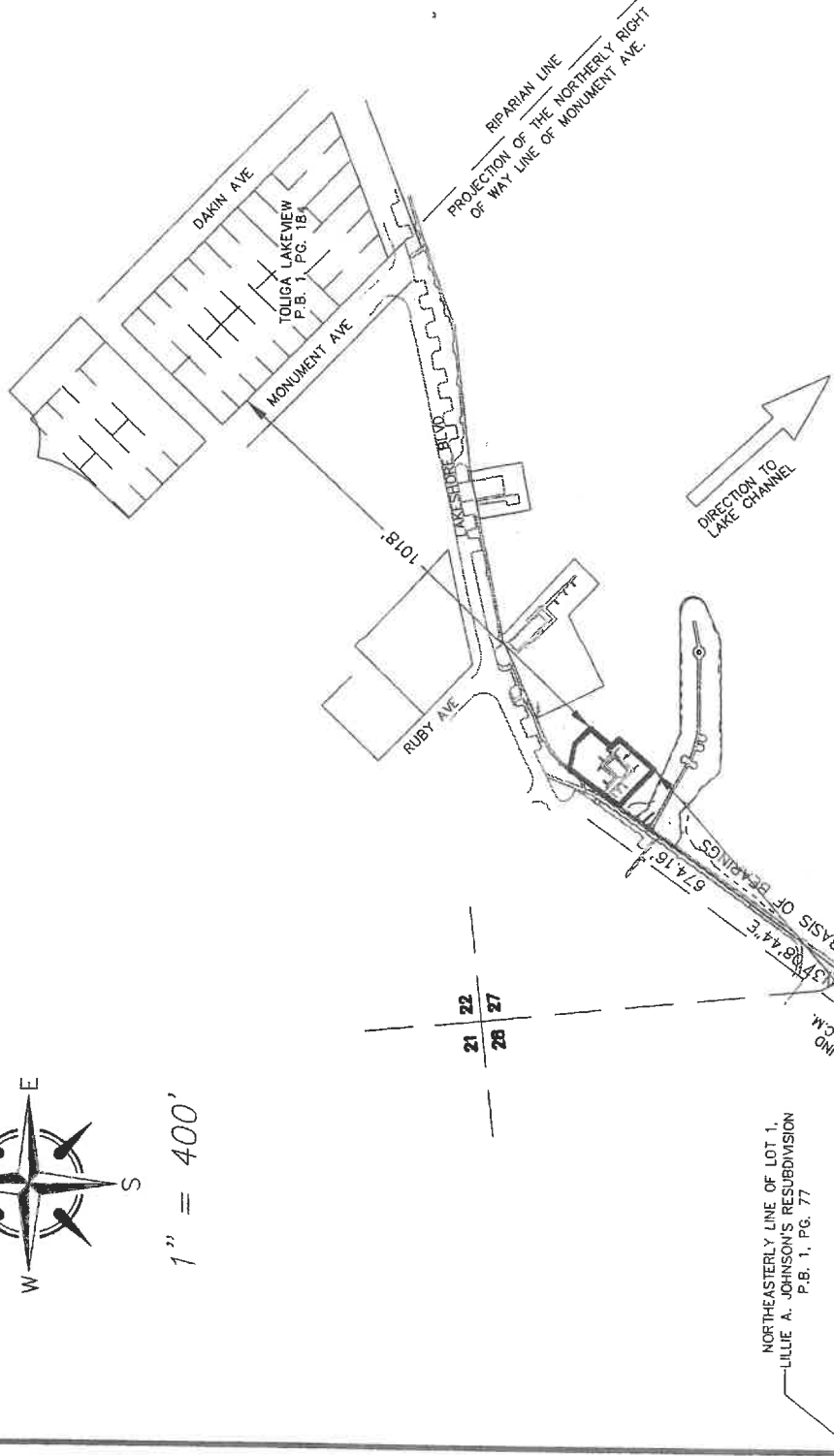
W. J. [Signature]

NOTES:
 BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATE DATUM.
 REFERENCE DATUM = NAD 83/90, FLORIDA EAST ZONE.
 STATE PLANE COORDINATES SHOWN HEREON = N.A.D. 83/90, FLORIDA EAST ZONE AS DETERMINED FROM G.P.S. TECHNIQUES.
 APPLICANTS TOTAL SHORELINE LENGTH = 2900'±.
 THIS IS A FIELD SURVEY.
 LEASE AREA = 40963.28 SQUARE FEET.
 NON-WATER DEPENDENT STRUCTURE (INTERIOR) AREA = 188712 SQUARE FEET.

SKETCH OF DESCRIPTION



1" = 400'



WEST LAKE TOHOPEKALIGA

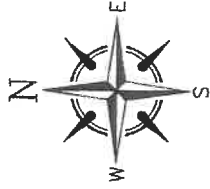
NOTES:
BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATE DATUM.
REFERENCE DATUM = NAD 83/90, FLORIDA EAST ZONE. REFERENCE BEARING = N 37°08'44" E (ASSUMED).
STATE PLANE COORDINATES SHOWN HEREON = N.A.D. 83/90, FLORIDA EAST ZONE AS DETERMINED FROM
G.P.S. TECHNIQUES.

APPLICANTS TOTAL SHORELINE LENGTH = 2900'±.

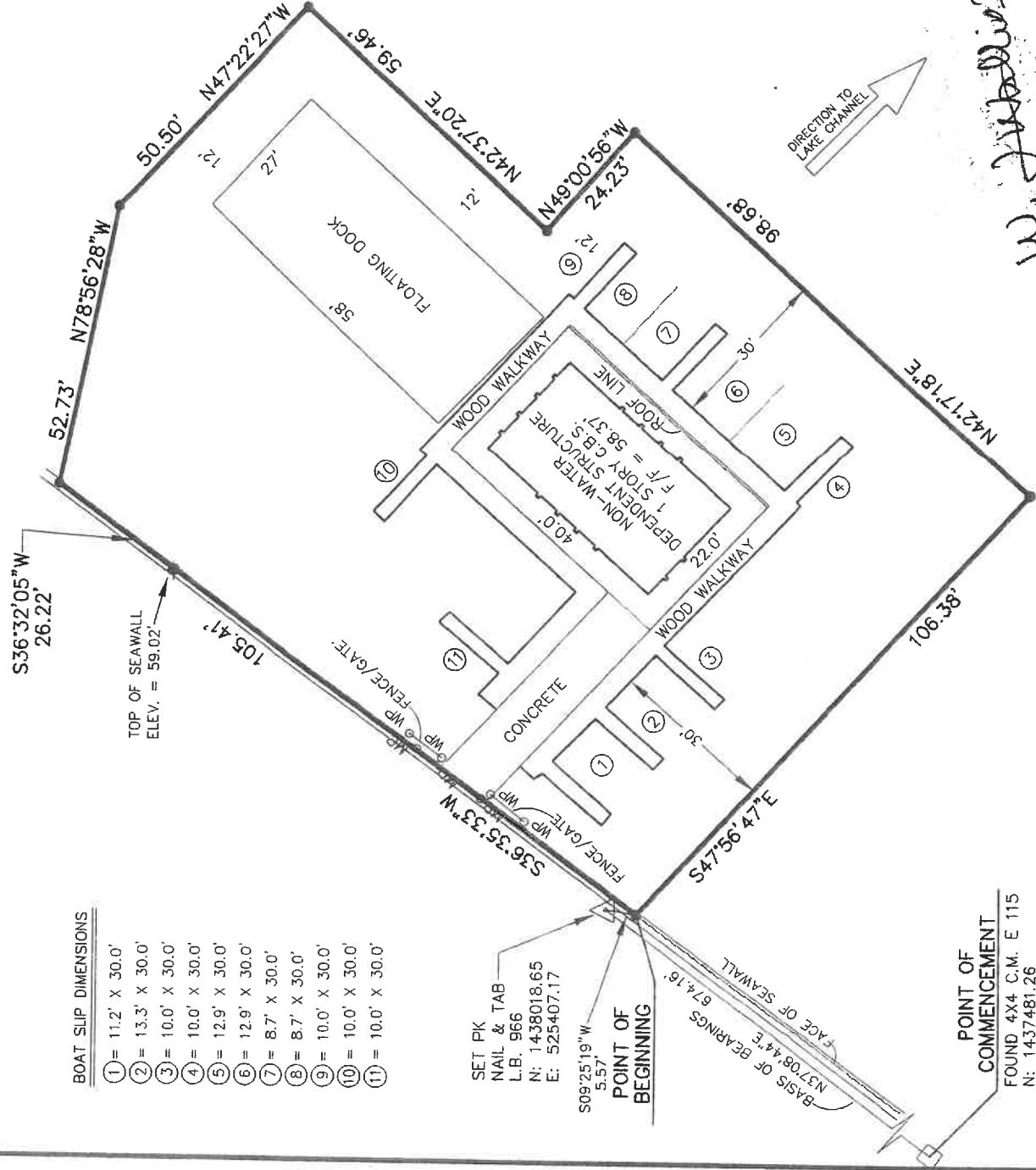
SHEET 2 OF 6

Attachment A
Page 21 of 25 Pages
SSLL No. 490003974

SKETCH OF DESCRIPTIVE



1" = 30'



BOAT SLIP DIMENSIONS

- ① = 11.2' X 30.0'
- ② = 13.3' X 30.0'
- ③ = 10.0' X 30.0'
- ④ = 10.0' X 30.0'
- ⑤ = 12.9' X 30.0'
- ⑥ = 12.9' X 30.0'
- ⑦ = 8.7' X 30.0'
- ⑧ = 8.7' X 30.0'
- ⑨ = 10.0' X 30.0'
- ⑩ = 10.0' X 30.0'
- ⑪ = 10.0' X 30.0'

SET PK
NAIL & TAB
L.B. 966
N: 1438018.65
E: 525407.17

S09°25'19"W
5.57'
POINT OF
BEGINNING

N37°08'44"E
674.16'
BASIS OF BEARINGS

POINT OF
COMMENCEMENT
FOUND 4X4 C.M. E 115
N: 1437481.26
E: 525000.06

NOTES:
BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATE DATUM.
REFERENCE DATUM = NAD 83/90, FLORIDA EAST ZONE.
STATE PLANE COORDINATES SHOWN HEREON = N.A.D. 83/90, FLORIDA EAST ZONE AS DETERMINED FROM
G.P.S. TECHNIQUES.

APPLICANTS TOTAL SHORELINE LENGTH = 2900'±.
THIS IS A FIELD SURVEY.
LEASE AREA = 15977.98 SQUARE FEET.
NON-WATER DEPENDENT STRUCTURE (INTERIOR) AREA = 797.53 SQUARE FEET.

SHEET 3 OF 6

QUITCLAIM DEED

NO. 26012 (2934-49)

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS; the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida was, by Section 253.12, Florida Statutes, as amended by Section 1 of Chapter 57-362, Acts of 1957, authorized and empowered to convey certain lands under the terms and conditions set forth therein, and Whereas, the lands herein described were, prior to the enactment of said Chapter 57-362 extended or added to existing lands bordering on or in the navigable waters of the State of Florida, as defined in said Act, and Whereas, application has been made to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida by the riparian owner or owners of the upland so extended or added to for the conveyance of the lands so filled and hereinafter described, and, Whereas, said Board of Trustees of the Internal Improvement Trust Fund of the State of Florida did approve said application on the 12th day of July, A. D. 1979, and has determined that the consideration of the giving of this deed is the appraised value of said lands as they existed prior to such filling;

NOW, THEREFORE, the undersigned Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, under authority of Section 253.12(6), Florida Statutes 1967, for and in consideration of the sum of Four Hundred Twenty-Five and 00/100 Dollars, (\$425.00), and other good and valuable considerations, to it in hand paid by the City of Kissimmee, of the County of Osceola, State of Florida, has remised, released, sold and quitclaimed, and by these presents does remise, release, sell and quitclaim,

-1-

unto the said City of Kissimmee and its' successors and assigns, forever, all the right, title, interest, claim and demand which it, the said Board of Trustees of the Internal Improvement Trust Fund of the State of Florida may have in and to the following described lands, to-wit:

Description of filled area riparian to uplands.

From the Northwest corner of Section 27, Township 25 South, Range 29 East, Osceola County, Florida, run South, along the West line of Section 27, 198 ft., to a point on the Ordinary High Water Mark of Lake Tohopekaliga; run thence N 39°48'20" E along said High Water Mark, 135.0 ft., to the Point of Beginning; continue N 39°48'20" E, 122.74 ft., to the South line of Section 22, T 25 S, R 29 E, Osceola County, Florida; run thence N 62°11'14" E, along said Ordinary High Water Mark, 1244.0 ft., to the Northerly Right of Way Line of Monument Avenue; run thence S 46°42'30" E, 593.4 ft., to the present Bulkhead Line of Lake Tohopekaliga; run thence along said Bulkhead Line, S 68°08'30" W 221.37 ft.; run thence S 83°07'30" W, 323.9 ft.; run thence S 77°37'30" W, 394.4° ft.; run thence S 65°28'30" W, 396.5 ft.; run thence S 36°18' W, 50.0 ft.; run thence N 65°08'25" W, 339.65 ft.; to the Point of Beginning. Containing 12.08 acres, more or less.

SAVING AND RESERVING unto the said Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and its successors, an undivided three-fourths interest in, and title in and to, an undivided three-fourths interest in all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, or, or under said land with the privilege to mine and develop the same.

IN TESTIMONY WHEREOF, the Trustees, for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida have hereunto subscribed their names and have

NO. 26012 (2934-49)

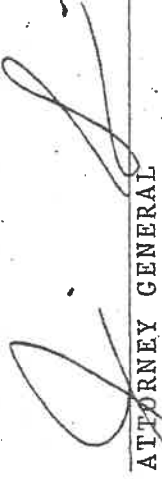
Page 2 of 3

caused the official seal of said Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to be hereunto affixed, in the City of Tallahassee, Florida, on this the 19th day of October, A. D. 1979.


GOVERNOR

(SEAL)
Board of Trustees of
the Internal Improve-
ment Trust Fund of
the State of Florida

SECRETARY OF STATE


ATTORNEY GENERAL


COMPTROLLER


TREASURER

COMMISSIONER OF EDUCATION


COMMISSIONER OF AGRICULTURE

As and constituting the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

NO. 26012 (2934-49)
Page 3 of 3

Attachment B
Page 25 of 25 Pages
SSLL No. 490003974

ITEM 7.C

Supplemental Agreement No. 2 for Connect Kissimmee Project

Request

Approval of Supplemental Agreement No. 2 for design services related to the Connect Kissimmee Complete Streets Project with AECOM (Contract No. 20230049) in the amount of \$150,184. The additional funding required will be provided by MetroPlan Orlando.

Explanation

This agreement pertains to the consultant's work required to develop a Cultural Resource Assessment Survey (CRAS) report. The Florida Department of Transportation (FDOT) requires this CRAS report for the project.

The FDOT has allocated \$2,077,197 for the design of the Connect Kissimmee Complete Streets project. This allocation includes \$1,812,769 for reimbursable items and \$264,428 for non-reimbursable items required to complete the project. MetroPlan will contribute an additional \$150,184 to cover this agreement, increasing the total grant funding to \$1,962,953, with no ineligible items associated with this agreement. Consequently, the total project design cost will amount to \$2,227,381.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15145656 506393	PW2216	Increase	\$150,184	
15100334 334490		Increase	\$150,184	

Financial Summary:

MetroPlan will provide the additional funding of \$150,184 to cover this agreement.

Recommendation

Approval of Supplemental Agreement No.2 with AECOM for design services of the Connect Kissimmee Complete Streets Project in the amount of \$150,184.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

City of Kissimmee

1. (S) Connect Kissimmee Project - SA No 2 Consultant's Contract Amendment
2. Connect Kissimmee Project – SA No 3 Design LAP Supplemental Agreement

**AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF KISSIMMEE AND
AECOM
FOR CONNECT KISSIMMEE PROJECT**

THIS AMENDMENT TO THE AGREEMENT is made and entered into this _____ day of _____, 2024 between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 N. Church Street, Kissimmee, Florida 34741, hereinafter referred to as “CITY”, and **AECOM TECHNICAL SERVICES, INC.**, whose business is 150 N. Orange Avenue, Ste. 200, Orlando, FL 32801, hereinafter referred to as “CONSULTANT”.

WITNESSETH:

WHEREAS, CITY and CONSULTANT have heretofore executed an Agreement dated April 15, 2022, attached hereto as Exhibit “1”, hereinafter referred to as “Original Agreement” pursuant to which the CONSULTANT is to provide professional services to the CITY as needed for effectuating the CONNECT KISSIMMEE PROJECT as listed in the Original Agreement; and

WHEREAS, CITY desires that CONSULTANT provide additional services to the Original Agreement between the CITY and CONSULTANT for the CONNECT KISSIMMEE PROJECT; and

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to the CITY and desires to provide such professional services in accordance with the terms and conditions of this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and the CONSULTANT agree to the following modifications to the Original Agreement:

- A. RECITALS**. The foregoing recitals are incorporated in and made a part of this Amendment to the same extent as if herein set forth in full. For purposes of changes to the text of the Original Agreement as set forth below, underlined words indicate additions to existing text, and ~~stricken~~ words include deletions from existing text.
- B. ARTICLE 1. CONSULTANT'S SERVICES per the Original Agreement is hereby amended per the Scope of Services attached hereto and incorporated herein as Exhibit “A”.**

C. ARTICLE 2. SCHEDULE of the Original Agreement is amended and restated herein as follows:

The anticipated schedule for the contract duration of ~~437 703~~ 2,674 working days with the Contract end date of ~~June 16, 2023~~ March 8, 2024 ~~July 31, 2029~~ is as follows:

Begin Design (or NTP to Executed Design Firm Contract)	04/05/2022
30% Plans Submittal (including reviews)	09/01/2022
60% Plans Submittal (including reviews)	12/01/2022
90% Plans Submittal (including reviews)	03/01/2023
Final Plans Invoice Submittal	06/16/2023

<u>90% Plans Submittal (including reviews)</u>	<u>11/14/2023</u>
<u>Final Plans Invoice Submittal</u>	<u>03/08/2024</u>

<u>Final Plans Submittal</u>	<u>06/28/2024</u>
<u>Signed/Sealed Plans Submittal (Phases 1 and 2)</u>	<u>11/06/2024</u>
<u>CRAS Report Complete (Phases 1 and 2)/FDOT and City Approval of LAP Documents (Phase 1)</u>	<u>02/05/2025</u>
<u>Update Signed/Sealed Plans Submittal/FDOT and City Approval of LAP Documents (Phase 2)</u>	<u>08/02/2027</u>
<u>Project Closeout/Final Plans Invoice Submittal</u>	<u>07/31/2029</u>

D. ARTICLE 7. PAYMENTS AND BASIS OF COMPENSATION

7.1 Supplemental Compensation and Payment for Consultant's Services. The schedule and rate of compensation is attached hereto and incorporated herein as Exhibit "B."

- E. RATIFICATION.** CITY and CONSULTANT hereby confirm the Original Agreement, subject to the modifications effectuated by this Amendment. All provisions of the Original Agreement not modified by this Amendment will remain in full force and effect and remain unchanged by the terms of this Amendment. To the extent of any inconsistency between the Amendment and the Original Agreement, the terms and conditions of this Amendment shall control.

(SIGNATURE PAGES TO FOLLOW)

Professional Engineering Services Supplemental Agreement 2
Connect Kissimmee Project

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

CITY OF KISSIMMEE:

Mayor-Commissioner

Date: _____

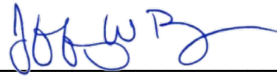
Attest:

City Clerk

Approved as to form and legality:

City Attorney

CONSULTANT:



Signature

Jeffrey Blazowski, PE

Printed Name

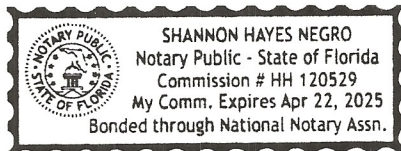
Title: Vice President

Date: September 18, 2024

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of September, 2024 by Jeffrey Blazowski, as Vice President - who is personally known as identification.

Shannon Negro
Notary Public



Shannon Negro
(Print, Type, or Stamp Name)

My Commission Expires: 4-22-2025

**ATTACHMENT “1”
SUPPLEMENTAL AGREEMENT 1**

**AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF KISSIMMEE AND
AECOM
FOR CONNECT KISSIMMEE PROJECT**

THIS AMENDMENT TO THE AGREEMENT is made and entered into this 6th day of February, 2023, between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 N. Church Street, Kissimmee, Florida 34741, hereinafter referred to as “CITY”, and **AECOM TECHNICAL SERVICES, INC.**, whose business is 150 N. Orange Avenue, Ste. 200, Orlando, FL 32801, hereinafter referred to as “CONSULTANT”.

WITNESSETH:

WHEREAS, CITY and CONSULTANT have heretofore executed an Agreement dated April 15, 2022, attached hereto as Exhibit “1”, hereinafter referred to as “Original Agreement” pursuant to which the CONSULTANT is to provide professional services to the CITY as needed for effectuating the CONNECT KISSIMMEE PROJECT as listed in the Original Agreement; and

WHEREAS, CITY desires that CONSULTANT provide additional services to the Original Agreement between the CITY and CONSULTANT for the CONNECT KISSIMMEE PROJECT; and

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to the CITY and desires to provide such professional services in accordance with the terms and conditions of this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and the CONSULTANT agree to the following modifications to the Original Agreement:

- A. RECITALS**. The foregoing recitals are incorporated in and made a part of this Amendment to the same extent as if herein set forth in full. For purposes of changes to the text of the Original Agreement as set forth below, underlined words indicate additions to existing text, and ~~stricken~~ words include deletions from existing text.
- B. ARTICLE 1. CONSULTANT'S SERVICES per the Original Agreement is hereby amended per the Scope of Services attached hereto and incorporated herein as Exhibit “A”.**

C. ARTICLE 2. SCHEDULE of the Original Agreement is amended and restated herein as follows:

The anticipated schedule for the contract duration of ~~437~~703 working days with the Contract end date of ~~June 16, 2023~~ March 8, 2024 is as follows:

Begin Design (or NTP to Executed Design Firm Contract)	04/05/2022
30% Plans Submittal (including reviews)	09/01/2022
60% Plans Submittal (including reviews)	12/01/2022
90% Plans Submittal (including reviews)	03/01/2023
Final Plans Invoice Submittal	06/16/2023

<u>90% Plans Submittal (including reviews)</u>	<u>11/14/2023</u>
<u>Final Plans Invoice Submittal</u>	<u>03/08/2024</u>

D. ARTICLE 7. PAYMENTS AND BASIS OF COMPENSATION

7.1 Supplemental Compensation and Payment for Consultant's Services. The schedule and rate of compensation is attached hereto and incorporated herein as Exhibit "B."

E. RATIFICATION. CITY and CONSULTANT hereby confirm the Original Agreement, subject to the modifications effectuated by this Amendment. All provisions of the Original Agreement not modified by this Amendment will remain in full force and effect and remain unchanged by the terms of this Amendment. To the extent of any inconsistency between the Amendment and the Original Agreement, the terms and conditions of this Amendment shall control.

(SIGNATURE PAGES TO FOLLOW)

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



Attest:

Linda S. Hansell

City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes

City Attorney

CITY OF KISSIMMEE:

Olga Gonzalez

Mayor-Commissioner

Date: February 07, 2024

CONSULTANT:

M. Janet Everett
Signature

M. Janet Everett
Printed Name

Title: Vice President

Date: November 16, 2023

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____16th____ day of November____, 2023 by ____M. Jan Everett_____, as
____Personally Known_____ as identification.



____Shelley_O'Neill_____

____Notary Public_____

____*Shelley O'Neill*_____
(Print, Type, or Stamp Name)

My Commission Expires: April 20, 2024__

EXHIBIT “1”
ORIGINAL AGREEMENT

**AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND
AECOM
FOR CONNECT KISSIMMEE PROJECT**

THIS AGREEMENT is made and entered into this 15th day of April, between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 N. Church Street, Kissimmee, Florida 34741, hereinafter referred to as "CITY" and hereinafter "CONSULTANT".

WITNESSETH:

WHEREAS, the CITY desires to retain the services of a competent and qualified consultant to provide professional services to the City of Kissimmee for the performance of Engineering complete street and safety improvements for efficient operations for all modes of transportation within the downtown Kissimmee area as needed for effectuating the CONNECT KISSIMMEE PROJECT; and

WHEREAS, CITY has requested qualifications pursuant to RFQ2021 - 002 and received interest for the retention of services of a consultant; and

WHEREAS, the CONSULTANT is competent and qualified to furnish consulting services to the CITY and desires to provide such professional services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as follows:

ARTICLE 1. CONSULTANT'S SERVICES.

1.1 CITY does hereby retain CONSULTANT to furnish services and perform those tasks as further described in the Scope of Services & Project Description, attached hereto and incorporated herein as Exhibit "A". CONSULTANT shall also be bound by all requirements contained in the solicitation package and any addenda thereto. Consultant will perform the services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

1.2 The CONSULTANT's services shall be performed as expeditiously as possible while exhibiting the professional skill and care, and the orderly progress defined in the Scope

Professional Engineering Services Agreement
Connect Kissimmee Project

of Services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT's services. The schedules may be adjusted as various projects and tasks proceed, and shall include allowances for periods of time required for the CITY's review and for approval by authorities having jurisdiction.

1.3 Conduct meetings with CITY staff, the public, the City Commission and appointed boards as necessary to share information and present findings or recommendations.

1.4 Provide CITY staff with a monthly status report of progress, problems, issues, and/or findings associated with an invoice for active projects or task assignments.

1.5 Produce written reports and provide all work product and data developed for assigned projects or tasks to CITY OF KISS IMMEE staff in electronic format for the CITY's use and public review, as requested.

ARTICLE 2. SCHEDULE.

Services shall be provided in accordance with the attached Request for Qualifications. Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a project schedule to include anticipated timelines for key project elements and target deadlines for deliverables in accordance with the Scope of Services in Exhibit "A".

The anticipated schedule for contract duration of 437 days with the Contract end date of June 16, 2023 is as follows:

Begin Design (or NTP to Executed Design Firm Contract)	04/05/2022
30% Plans Submittal (including reviews)	09/01/2022
60% Plans Submittal (including reviews)	12/01/2022
90% Plans Submittal (including reviews)	03/01/2023
Final Plans Invoice Submittal	06/16/2023

ARTICLE 3. CITY'S RESPONSIBILITIES.

3.1 The CITY shall designate an employee authorized to act on the CITY'S behalf as the CONSULTANT's contact, hereinafter referred to as "City Representative." The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents

submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's services. All information and document submittals shall be made directly to this individual.

3.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the CITY and of use to the CONSULTANT in performing the Scope of Services.

3.3 The CITY shall provide timely reviews of CONSULTANT's draft work products, ensuring that all appropriate CITY departments and external agencies, as appropriate, have an opportunity to review and comment on draft work products.

3.4 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

3.5 With prior review and approval by the Florida Department of Transportation ("FDOT"), The CITY shall give prompt written notice to the CONSULTANT if CITY determines to amend Services, which are to be completed by the CONSULTANT. If such changes increase, (additional services) or decrease or eliminate any amount of work, CITY and CONSULTANT will negotiate any change in total cost or schedule of such modifications. If CITY and CONSULTANT approve any changes, the task authorization/work order shall be modified to reflect those changes; and CONSULTANT shall be compensated for said services in accordance with the terms of Article 7 herein. All change orders shall be authorized in writing by CITY's and CONSULTANT's designated representatives.

ARTICLE 4. OWNERSHIP AND USE DOCUMENTS.

4.1 The documents prepared by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT service for use solely with respect to this Agreement and, unless otherwise provided, CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights. Any modification, reuse or use of incomplete work product produced under the Agreement shall be without liability to Consultant.

4.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of CITY provided payment of applicable fees for their production has been made to CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT's documents for public record, information and reference and make use

in connection with the CITY's compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

4.3 The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 5. TERMINATION.

5.1 TERMINATION FOR CAUSE: CITY may, with thirty (30) days written notice to CONSULTANT, terminate this Agreement for good cause shown before the termination date hereof. Following termination, CONSULTANT may recover from CITY payment for all work completed in accordance with this contract which may be due and owing at the time of such termination.

5.2 If the CITY terminates this contract due to a default by CONSULTANT in performance of any provision herein, or it fails to carry out the work in accordance with the provisions of the contract documents, the CITY shall not be responsible for payment to CONSULTANT for any work in default or not completed in accordance with the provisions of the contract document.

5.3 CONSULTANT may, with 30 days written notice to CITY and the CITY Representative, terminate this contract before the termination date hereof for good cause shown. On such termination, CONSULTANT may recover from CITY all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination date.

5.4 Prior to termination by default, CITY shall issue a written notice to CONSULTANT notifying of any default or deficiency in service that may be cause for termination. CONSULTANT shall have ten (10) days from receipt of such notice to demonstrate a cure for the deficiency to the CITY'S satisfaction.

5.5 TERMINATION WITHOUT CAUSE: Either CITY or CONSULTANT may terminate this agreement for convenience by providing sixty (60) days prior notice. Consultant may recover from the CITY for all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination.

ARTICLE 6. MISCELLANEOUS PROVISIONS.

6.1 Venue. CITY and CONSULTANT intend that the laws of the State of Florida shall govern this Agreement and their relationship. Venue for any action arising out of this Agreement shall lie in Osceola County. The Parties agree to waive any right to trial by jury for any action arising out of this Agreement and to waive any right to recovery of all attorney's fees and costs, up to and including appellate costs.

6.2 Modifications / Waiver. All of the representation and obligations of CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a Party unless made in writing signed by that Party or a duly authorized agent of that Party who is empowered by a written authority signed by that Party. The Waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same Party, or of any other provision or condition of the Agreement.

6.3 Entire Agreement. This Agreement represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

6.4 No Third Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CITY or CONSULTANT.

6.5 Conflict of Interest.

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such conflict of interest shall be employed or engaged by the CONSULTANT for performance hereunder. If the CONSULTANT, for itself and on behalf of its sub-consultants, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the CITY's attention in writing. The CITY will make a determination in a timely manner. Upon determination that there is a conflict of interest, the CITY will submit written notice of same to the CONSULTANT and the CONSULTANT shall decline the new representation. If the CITY determines that there is not any such conflict, then the CITY shall give its written consent to such representation. If CONSULTANT accepts such a representation without obtaining the CITY's prior written consent,

and if the CITY subsequently determines that there is a conflict of interest, the CONSULTANT agrees to promptly terminate such new representation. The CONSULTANT shall require each sub-consultant to comply with the provisions of this Section. Should the CONSULTANT fail to advise or notify the CITY, as provided herein above, of representation which may, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation where a conflict is determined to exist, the CITY may consider such failure as justifiable cause to terminate this Agreement.

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

6.6 Permits and Licenses. Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, if required.

6.7 Headings. The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

6.8 Joint Negotiations. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.9 Severability. If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.10 Indemnification. CITY shall not assume any liability for the acts, omissions, or negligence of CONSULTANT, its agents, servants, or employees; nor shall CONSULTANT exclude liability for its own acts, omissions, or negligence to the CITY. CONSULTANT agrees to be responsible for all claims of any nature, including but not limited to injury, death, and property damage, arising out of activities related to this Agreement by CONSULTANT. CONSULTANT shall be responsible for all work performed in connection with the Agreement. CONSULTANT may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities. CONSULTANT agrees to not enter into any agreements, contracts, or understandings with any vendor in any manner or way inconsistent with the terms and conditions of this Agreement.

“To the extent provided by law, CONSULTANT shall indemnify, defend and hold harmless the CITY and the State of Florida, Department of Transportation, including the Department’s officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT.

The foregoing indemnification shall not constitute a waiver of the Department’s or CITY’s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the CITY for the negligent acts or omissions of the CITY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.”

6.11 Time is of the essence to this Agreement.

6.12 Representation on Authority of Parties and Signatories. Each person signing this Agreement represents and warrants that they are duly authorized and has legal capacity to execute and deliver this agreement, and that the obligations hereunder have been duly authorized.

6.13 Necessity of Writing for Waiver, Change, Modification or Termination. No waiver, change, modification or termination of any provision of this Agreement is effective unless made in writing.

Article 7. PAYMENTS AND BASIS OF COMPENSATION.

7.1 Compensation and Payment for Consultant's Services. The schedule and rate of compensation is attached hereto and incorporated herein as Exhibit "B".

Lump Sum Method:

1. A negotiated fixed fee for specific tasks or projects. Task authorizations shall be negotiated jointly between CITY and CONSULTANT, as authorized in writing in a Letter of Authorization issued by 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.
2. CITY's performance and obligation to pay under this Agreement are contingent upon annual appropriations by the City Commission.

7.2 Payment for CONSULTANT's services and for reimbursable expenses shall be made monthly upon presentation of CONSULTANT's statement of services rendered or expenses incurred.

7.3 Payments are due and payable within thirty (30) days from the date the CONSULTANT's invoice is approved for payment by CITY. CONSULTANT will submit invoices monthly. CITY, upon notifying the CONSULTANT of special circumstances, may pay invoices no later than forty-five (45) days from the date of the invoice. Notwithstanding, in no instance shall payment be due in less than thirty (30) days.

7.4 Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations.

7.5 Reimbursable expenses are in addition to compensation for professional services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and subcontractors as follows:

- A. Expenses of reproductions, postage and handling of materials and documents as required.
- B. If authorized in advance by CITY, expenses related to travel, including mileage, airfare, and rental car and per diem (inclusive of meals and hotel).
- C. Direct costs associated with CONSULTANT engaging services for

specialized studies and data collection, if required and approved by CITY in advance, to complete the Scope of Services.

7.6 CONSULTANT's ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Direct Cost Expense shall be available to CITY or City's Representative at mutually convenient times.

ARTICLE 8. NOTICES.

8.1 All notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF KISSIMMEE	CONSULTANT
Ashley Willis	Dustin Perkins
City Engineer	Project Manager
City of Kissimmee Public Works and Engineering Department	AECOM
101 Church Street	150 N. Orange Ave., Ste. 200
Kissimmee, Florida 34741	Orlando, FL 32801

ARTICLE 9. INSURANCE REQUIREMENTS.

9.1 CONSULTANT shall procure and maintain for the duration of and in full compliance with the Agreement, insurance against claims for injuries to persons and damages to property which may arise from or in connection with the delivery and supply of products, materials and/or services to the CITY by the CONSULTANT, his agents, representatives and employees. The cost of such insurance shall be borne by the CONSULTANT or its subconsultant, if applicable. CONSULTANT shall supply evidence of all coverages required herein prior to execution of this Agreement.

9.2 Minimum Scope and Limits of Insurance shall be as follows:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury and property damage.
- B. Auto Liability: \$1,000,000 combined single limit per occurrence and \$1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.
- C. Workers' Compensation insurance as required by the State of Florida.
- D. Employer's Liability: \$1,000,000 limit per occurrence, \$1,000,000 annual aggregate for disease and \$1,000,000 limit for disease of an individual employee.
- E. Professional Liability: \$1,000,000 limit each claim and \$2,000,000 yearly aggregate of claims.

9.3 All insurance, except Professional Liability and Workers' Compensation, shall include as Additional Insured and Certificate Holder the CITY along with the Florida Department of Transportation as an Additional Insured on the Commercial General Liability policy/ies procured above. There are not to be any special limitations on the protection being provided to the CITY and/or Department of Transportation, its officials, employees or volunteers.

9.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

9.5 CONSULTANT shall furnish CITY with a certificate of insurance specifically stating the RFQ number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be submitted annually each year this Agreement is in effect.

9.6 If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

9.7 CONSULTANT agrees to hold harmless and indemnify the CITY and the FDOT from and against liability arising out of the CONSULTANT's negligent performance the Work. It is specifically understood and agreed that in no case shall CONSULTANT be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more

than actual economic damage.

9.8 Nothing in this Agreement is intended to serve as a waiver of the sovereign immunity of the CITY.

9.9 CONSULTANT shall be responsible for their subconsultants and their insurance coverage. Subconsultants are to provide Certificates of Insurance to the CITY evidencing coverage and terms in accordance with CONSULTANT's requirements.

ARTICLE 10. REQUIRED PROVISIONS AND FORMS.

10.1 In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions 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 a violation of this section.

e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or

lower tier subcontractor with the clauses set forth in this section.

10.2 Public Entity Crimes Statement (287.133, Florida Statutes). As required by Section 287.133, Florida Statutes, CONSULTANT warrants that it is not on the convicted vendor list for a public entity crime committed within the past thirty six (36) months. CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-consultant, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

10.3 Notifications of Performance Evaluation. At the end of the contract, the CITY will evaluate the CONSULTANT's performance within 30 days of final acceptance, which will become public record. Completed performance evaluation forms shall be provided to the Consultant as part of the project closeout process. Final Contract language shall reflect as such.

10.4 Records Retention and Access to Records. At the conclusion of final payment to CONSULTANT, the work products shall become the sole property of the City of Kissimmee, which shall be retained for five (5) years from final payment.

10.5 Public Records. The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, LINDA HANSELL.

10.6 Contract Forms. The following contract forms contained in Attachment "A of the RFQ", and incorporated herein by this reference are to be used in connection with this Agreement, as may be deemed legally necessary.

- Drug Free Workplace Certification
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (Requirement 4 – Form 375-030-32)
- Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form 375-030-33)
- Disclosure of Lobbying Activities (FDOT Form 375-030-34)
- Conflict of Interest Certification (FDOT Form 375-030-50)
- Terms for Federal Aid Contracts (Appendix-Form 375-040-84)
- Truth in Negotiation Form (FDOT Form 375-030-30)

SIGNATURE PAGE TO FOLLOW

Professional Engineering Services Agreement
Connect Kissimmee Project

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

CITY OF KISSIMMEE:

Olga Gonzalez
Mayor-Commissioner
Date: 4/05/2022

Attest:

Linda Hansell
City Clerk

Approved as to form & legality

Olga Sanchez
City Attorney

CONSULTANT:

M. Janet Everett
Signature

M. Janet Everett
Printed Name

Title: Vice President

Date: April 15, 2022

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of April, 2022 by Jan Everett, as Vice President, who is personally known to me or has produced Personally Known as identification.

Shelley O'Neill
Notary Public

Shelley O'Neill

(Print, Type or Stamp Name)

My Commission Expires: April 20, 2024



EXHIBIT “A”
SCOPE OF SERVICES

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES CONNECT KISSIMMEE COMPLETE STREETS

This Exhibit forms an integral part of the agreement between the City of Kissimmee (hereinafter referred to as the CITY) and AECOM Technical Services, Inc (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Project Description: Connect Kissimmee Complete Streets

Financial Project ID: 437472-2-38-01

RFQ2021-002

Federal Aid Project No.: TBD

Roadways: Emmett Street from John Young Parkway (US 17/92) to Stewart/Ruby Avenue, Broadway from Stewart/Ruby Avenue to Neptune Road and Main Street from Neptune Road to Vine Street (US 192)

Context Classification: C5 Urban Center

Consultant's decision to decline any Task Order for Additional Services shall be at its exclusive discretion and shall not be construed as a breach of this Agreement. Agreed upon Task Orders will require signatures from both Parties.

1 PROJECT PURPOSE

This scope of services is prepared for the purpose of providing the City of Kissimmee (the "CITY" hereafter) pre-qualified consulting engineering firm ("CONSULTANT" hereafter) services to design and prepare a complete set of construction contract documents and incidental engineering services, as necessary, for improvements associated with the Connect Kissimmee Corridor Study. This project will be coordinated with local and regional agency partners including the Florida Department of Transportation (FDOT) and Metroplan Orlando (MPO) to provide better pedestrian, bicycle, and transit connectivity, reduce vehicle speeds and cut-through traffic, enhance the sense of place and enhance accessibility to businesses using methods that are appropriate for the changing contexts throughout the corridor.

A "Complete Streets" approach shall be used to provide potential solutions that establish a pedestrian oriented, urban environment using a context-sensitive approach that considers local land development patterns and built form. Therefore, incorporating design methods that require streets to be planned, designed, operated, and maintained to enable safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation:

- ☐ Cyclists
- ☐ Pedestrians
- ☐ Transit riders
- ☐ Motorists
- ☐ Freight handlers

The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT LAPManual, procedures and requirements. These Contract documents will be used by the contractor to build the project. These Contract documents will be used by the CITY or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work are specifically prescribed to accomplish the work included in this contract and indicates which items of work will be the responsibility of the CONSULTANT and/or the CITY.

The CITY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The CITY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The CITY may provide job-specific information and/or functions as outlined in this contract, if favorable.

2 PROJECT DESCRIPTION

Note that work not to be funded by FDOT is identified in this scope.

Upon notice to proceed, the CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities.

This project consists of improvements to provide efficient operations for all modes of transportation within the downtown Kissimmee area. Project limits are on Emmett Street from John Young Pkwy to Stewart/Ruby Ave, Broadway from Stewart/Ruby Ave to Neptune Rd, and Main Street from Neptune Rd to Vine Street (US 192). Total project length is approximately 1.46 miles. Project limits are based on the selected alternative from the Connect Kissimmee Corridor Study and the 2020 Downtown Kissimmee CRA Master Redevelopment Plan Update that were previously performed. This project includes a SIS (Strategic Intermodal System) connector along Main Street from US 192 to Dakin Avenue; for this portion of the project, all applicable SIS criteria will need to be followed as described in the FDM unless otherwise approved by the FDOT District Design Engineer.

Design includes reconfiguration of the existing typical sections to accommodate bike lanes along Emmett Street and Main Street. Main Street travel lanes widths will be reduced to increase existing bike lane widths and have stamped asphalt at the intersection with Cherry Street. The outside lanes of Broadway are to have sharrows and the appropriate pavement markings as shown in the Corridor Development Plan Study. Electronic vehicle charging stations shall be included where feasible. A northbound to westbound left-turn lane at Broadway and Neptune Road is to be designed. All three roadways include milling and resurfacing, signage and striping, drainage improvements, sidewalk improvements, and landscaping of selected medians.

On-street parking on Broadway is to remain. Access management is to remain unchanged. Tabled intersections including brick pavers are proposed at the following intersections:

- Emmett Street and Dillingham
- Emmett Street and Clyde Avenue
- Emmett Street and Rose Avenue
- Emmett Street and Orlando Avenue
- Broadway and Darlington Avenue
- Broadway and Monument Avenue
- Broadway and Dakin Avenue
- Broadway and Sproule Avenue
- Main Street and Park Street
- Main Street and Lake Street
- Main Street and Magnolia Street

A roundabout shall be designed at Emmett Street and Stewart Avenue/Ruby Avenue. The roundabout will impact the parking lot of the City's Police Station and require reconfiguration of the parking lot and circulation. Signal retiming for all traffic signals within the project limits is included. Rectangular rapid flashing beacons (RRFB) shall be installed at selected intersections to increase pedestrian safety with approval from FHWA. Pedestrian hybrid beacons (PHB) are anticipated at the roundabout. Additional lighting is proposed along the project limits. Other improvements include wayfinding signage, ADA compliant curb ramps, detectable warning devices, and drainage improvements.

Side street improvements are proposed for the following locations:

- West Sproule Avenue from Broadway to Church Street
- Dakin Avenue from Broadway to Church Street
- Monument Avenue from Broadway to Church Street
- Stewart Avenue from Broadway to Mabbette Street/Church Street
- East Darlington Avenue from Broadway to Pleasant Street
- West Darlington Avenue from Broadway to Church Street

Design improvements include milling and resurfacing side streets. The side streets' on-street parking areas are to be reconstructed with roadway pavers and 8" ribbon curb. Driveways, sidewalk, and curb ramps along the side streets are to be reconstructed. Bulb outs are anticipated where feasible.

Design intent documents shall be developed for a gateway feature sign to be located at the intersection of Emmett St. and John Young Parkway. The design intent documents shall provide sufficient detail for the Contractor's fabricator to develop the associated design and shop drawings for review by the CITY and their representatives. Note that Design Intent Documents will not be signed and sealed.

2.1 PROJECT GENERAL AND ROADWAY (ACTIVITIES 3, 4, AND 5)

Public Involvement:

CAP Level: 2

Joint Project Agreements: N/A

Specification Package Preparation: Nominal Effort

Value Engineering: N/A

Risk Assessment Workshop: N/A

Plan Type:

This project will be produced at the indicated scales; all other plan sheets shall be prepared in accordance with the FDOT Design Manual (FDM).

Drainage Map: 1" = 100' Horiz., 1" = 10' Vert.

Project Layout: 1" = 500'

Roadway Plans: 1" = 40'

Side street Plans: 1" = 40'

Profiles: Mainline 1" = 40' Horiz., 1" = 4' Vert.

Side street 1" = 40' Horiz., 1" = 4' Vert.

Curb Return 1" = 20' Horiz., 1" = 2' Vert.

Cross Sections: Mainline 1" = 40' Horiz., 1" = 10' Vert.

Side street 1" = 40' Horiz., 1" = 10' Vert.

Cross Section Pattern Sheet: 1" = 500'

Typical Section:

Number of Typical Sections: 7 total – 1 for Roundabout, 1 for Emmett St, 1 for Broadway, 1 for Main St, 1 for Ruby Ave, 1 for N. Stewart Ave, and 1 for the following Side streets (not FDOT funded): W. Monument Ave, W. Sproule Ave, W. Dakin Ave, W. Darlington Ave and E. Darlington Ave (only 1 needed as these side streets have the same features).

Pavement Designs:

Number of Pavement Designs: 3 total - 1 for mill & resurface Emmett St, Broadway, and Main St, 1 for new construction of roundabout approaches, and 1 for mill & resurface side streets (not FDOT funded).

Pavement Type Selection Report:

N/A Cross-Slope Correction: N/A

Access Management Classification: N/A (not on SHS)

Context Classification: C5 – Urban Center

Major Intersections: Stewart/Ruby Avenue and Neptune Road

Level of Temporary Traffic Control Plan (TTCP):

Level II – work zones, lane closures, vehicular detours, ped detours

Temporary Lighting: N/A

Temporary Signals: N/A

Temporary Drainage: Included

Design Variations: N/A

Design Exceptions: N/A

Selective Clearing and Grubbing: N/A

2.2 DRAINAGE (ACTIVITIES 6A AND 6B)

Drainage System Type: Closed storm drain system, bioswales

Number of stormwater management facility sites: 3 (Bioswales)

Number of cross drains: N/A

2.3 UTILITIES COORDINATION (ACTIVITY 7)

The CONSULTANT is responsible to certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The CONSULTANT should coordinate with CITY personnel to coordinate transmittals to Utility Companies and meet production schedules.

The CONSULTANT shall ensure FDOT standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

The Utility Coordination Manager shall be responsible for managing all utility coordination, including the following:

- Assuring that Utility Coordination and accommodation is in accordance with the FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria.
- Assisting the engineer of record in identifying all existing utilities and coordinating any new installations. Assisting the Engineer of Record with resolving utility conflicts.
- Scheduling and performing utility coordination meetings, keeping and distribution of minutes/action items of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated and documented.
- Identifying and coordinating the completion of any CITY/FDOT or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the project.
- Review and certify to the CITY/FDOT that all Utility Work Schedules are correct and in accordance with the CITY/FDOT standards, policies, and procedures.
- Prepare, review and process all utility related reimbursable paperwork inclusive of betterment and salvage determination.

Expected Utilities:

- A T & T/ Distribution
- Charter/Spectrum Communications
- City of Kissimmee
- Kissimmee Utility Authority - KUA
- Lumen - CenturyLink
- Lumen - Level 3
- Verizon Business - MCI
- Osceola County Traffic
- Redflex Traffic Systems Inc
- Sprint

- Summit Broadband
- Toho Water Authority
- Uniti Fiber
- Zayo Group / fka Lightwave

2.2 ENVIRONMENTAL PERMITS AND ENVIRONMENTAL CLEARANCES (ACTIVITY 8)

The CONSULTANT shall notify the City's Project Manager, in advance of all scheduled meetings with the regulatory agencies to allow a City representative to attend. The CONSULTANT shall copy in the Project Manager on all permit related correspondence and meetings. The CONSULTANT shall use current regulatory guidelines and policies for all permits required. The CONSULTANT shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. The CONSULTANT shall research any existing easements or other restrictions that may exist within or adjacent to the project boundary. Project research may include, but should not be limited to, the review of available federal, state, and local permit files and databases; and local government information including county and property appraiser data.

Expected Permits and Approvals:

- SFWMD ERP
- FDEP Individual Permit

Wetland impacts not anticipated. The CITY will provide compensatory wetland mitigation in accordance with Section 373.4137, Florida Statutes if determined necessary.

2.4 STRUCTURES (ACTIVITIES 9 - 18)

Miscellaneous Structures:

- Mast Arms – 4 pedestrian hybrid beacons at the roundabout; includes data table and special details
- Gateway Sign – preliminary design of pylon and foundation (not FDOT funded)
- Other Structures – 1 CCTV pole; includes foundation/anchor bolt design and details

2.5 SIGNING AND PAVEMENT MARKINGS (ACTIVITIES 19, 19A, 20, & 20A)

Roadway Signing and Pavement Marking: 1.321 miles of mainline, 0.192 miles of side streets; 0.191 miles of side streets (not FDOT funded); three (3) signalized intersections; rectangular rapid flashing beacons (RRFB) at selected intersections; pavement marking at the roundabout, police station parking lot, and 11 tabled intersections.

The project includes a gateway sign feature. The CONSULTANT shall prepare design intent documents detailing the requirements for the gateway sign. The Contractor shall work with the fabricator on the design and associated shop drawings for:

- ❑ one (1) overhead gateway sign type, qty 1 sign (not FDOT funded)
- ❑ one (1) vehicular wayfinding sign type
- ❑ one (1) medium pedestrian sign type
- ❑ one (1) small pedestrian sign type

2.2 SIGNALIZATION (ACTIVITIES 21 & 22)

Pedestrian Hybrid Beacons (PHBs) at roundabout approaches. Signal retiming for all traffic signals.

2.6 LIGHTING (ACTIVITIES 23 & 24)

Limits and Proposed Type of Lighting: Lighting along 1.46-mile length of project; Intersection Roundabout lighting; and Gateway sign lighting (not FDOT funded).

2.7 LANDSCAPE (ACTIVITIES 25 & 26)

Planting Plans: Medians, bioswales, back of sidewalk, street trees.

Irrigation Plans: New landscaping and connections/modifications to existing systems (side streets are not FDOT funded).

Hardscape Plans: Hardscape may include sidewalk paving, brick accent banding, roundabouts, non-organic materials for bioswales, tree grates and special crosswalks. Hardscaping for side streets is not FDOT funded.

Outdoor Advertising: N/A

2.8 SURVEY (ACTIVITY 27)

Horizontal Project Control (HPC): Establish Project Horizontal Control using the FPRN in NAD83/2011 along the main corridor (W Emmett Street, Broadway and Main Street).

Vertical PC / Bench Run: Establish Project Vertical Control on HPC in NAVD 1988.

Establish alignment and Existing R/W Lines.

Topography/DTM (3D): Provide full topographic/DTM survey within the existing r/w along the mainline corridor and side streets. Includes a portion of the parking lot adjacent to the roundabout. Along side streets DTM/Topographics will extend 10' past the existing r/w at driveways and to the radius return on intersecting side streets. See concept plans for limits. (W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave not FDOT funded)

Roadway Cross-Sections/Profiles: Perform check Cross Sections using total station to verify DTM. (W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave not FDOT funded)

Underground Utilities: Provide a bank of 150 (135 FDOT Funded, 15 Non-FDOT Funded) Quality Level A Locates (Test Holes) as directed by the EOR. (W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave not FDOT funded)

Drainage Survey: Locate drainage structures along main corridor and side streets. (W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave not FDOT funded)
Geotechnical Support: Survey final x,y,z location of completed Geotech borings.

Sectional / Grant Survey: Locate section corners as required to establish the existing corridor and side street baselines and rights of ways.

Subdivision Location: Locate and close out subdivision blocks necessary to establish the existing corridor and side street baselines and rights of ways.

Miscellaneous Surveys (Vegetation and Tree Surveys): Identify general type and diameter of trees along the mainline median.

2.9 PHOTOGRAMMETRY (ACTIVITY 28) – N/A

2.10 MAPPING (ACTIVITY 29)

Project Network Control sheet: From John Young Parkway (US 17/92) to Vine Street (US 192) along main corridor.

Provide a signed and sealed Topographic Survey for the project.

2.11 TERRESTRIAL MOBILE LIDAR (ACTIVITY 30) – N/A

2.12 ARCHITECTURE (ACTIVITY 31) – N/A

2.13 NOISE BARRIERS (ACTIVITY 32) – N/A

2.14 INTELLIGENT TRANSPORTATION SYSTEMS (ACTIVITIES 33 & 34) The CONSULTANT shall design up to (5) new EV charging stations (Not FDOT funded)

2.15 GEOTECHNICAL (ACTIVITY 35)

Roadway Soil Survey

LBR/Resilient Modulus Sampling and Testing

Mainline Pavement Condition Survey and Pavement Evaluation Report

Side Streets Pavement Condition Survey and Pavement Evaluation Report
(not FDOT funded)

Mast Arms Supporting Pedestrian Hybrid Beacon Foundations

Gateway Feature Foundations (not FDOT funded)

Limited Contamination Screening Evaluation Report (CSER)

2.16 3D MODELING (ACTIVITY 36) – N/A

2.17 PROJECT SCHEDULE

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for CITY and CONSULTANT scheduled activities required to meet the current CITY

Production Date. The schedule shall be based upon the RFQ 2021-002. The current production date is TBD. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the CONSULTANT shall allow for a maximum 3-week review time for each phase submittal and any other submittals as appropriate.

The schedule shall indicate all required submittals.

Periodically, throughout the life of the contract, the project schedule, payout, and fiscal progress curves shall be reviewed and, with the approval of the CITY, adjusted as necessary to incorporate changes in the Scope of Services and progress to date.

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

The schedule shall be submitted in an FDOT system-compatible format.

2.18 SUBMITTALS

The CONSULTANT shall furnish construction contract documents as required by the CITY to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall distribute submittals as directed by the CITY. The CITY will determine the specific number of copies required prior to each submittal.

2.19 PROVISIONS FOR WORK

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the CITY which include, but are not limited to, publications such as:

General:

- ☐ Americans with Disabilities Act (ADA) Standards for Accessible Design
- ☐ FDOT Basis of Estimates Manual
- ☐ FDOT Computer Aided Design and Drafting (CADD) Manual
- ☐ FDOT Handbook for Preparation of Specifications Package
- ☐ FDOT Procurement Procedure 001-375-030, Compensation for Consultant Travel Time on Professional Services Agreements
- ☐ FDOT Public Involvement Handbook
- ☐ FDOT Standard Specifications for Road and Bridge Construction
- ☐ FDOT Utility Accommodation

Manual Roadway:

- ☐ FDOT Design Manual
- ☐ FDOT Standard Plans
- ☐ FDOT Flexible Pavement Design Manual
- ☐ AASHTO - Roadside Design Guide
- ☐ FDOT - Florida Roundabout Guide

- FHWA - National Cooperative Highway Research Program (NCHRP) Report 672, Roundabouts: An Informational Guide
- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook")
- Federal Highway Administration (FHWA) - Manual on Uniform Traffic Control Devices (MUTCD)
- FDOT - Florida Intersection Design Guide Permits:
- Chapter 373, F.S. - Water Resources
- US Fish and Wildlife Service Endangered Species Programs
- Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
- Florida Department of Environmental Protection Rules
- SFWMD SWERP (Volume I) ERP Applicant Handbook
- SFWMD SWERP (Volume II) ERP Applicant Handbook
- SFWMD Environmental Resource Permit Information

Manual Drainage:

- FDOT Drainage Manual
- FDOT Erosion and Sediment Control Manual
- FDOT Hydrology Handbook
- FDOT Open Channel Handbook
- FDOT Storm Drain Handbook
- FDOT Stormwater Management Facility Handbook
- FDOT Temporary Drainage Design Handbook
- Osceola County Land Development

Code Survey and Mapping:

- Rule Chapter 5J-17, Florida Administrative Code (F.A.C.), Standards of Practice for Professional Surveyors and Mappers
- Chapters 177 and 472, F.S.
- Florida Department of Transportation Surveying

Handbook Traffic Engineering and Operations, Lighting, and ITS:

- AASHTO - Guide for Development of Bicycle Facilities
- FDOT Manual on Uniform Traffic Studies (MUTS)
- AASHTO - Roadway Lighting Design Guide
- FDOT Traffic Engineering Manual
- National Electric Safety Code
- National Electrical

Code Structures:

- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims
- FDOT Structures Manual
- FDOT Design Manual
- FDOT Standard Plans
- FDOT Standard Specifications for Road and Bridge Construction

- FDOT Structures Detailing Manual
- Soils and Foundation

Handbook Landscape Architecture:

- Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants

2.20 SERVICES TO BE PERFORMED BY THE CITY

The CITY will provide project data including:

- Numbers for survey field books
- Preliminary Horizontal Network Control
- Access for the CONSULTANT to utilize the CITY's Information Technology Resources
- All Department and City agreements with Utility Agency Owner (UAO)
- All certifications necessary for project letting
- All information that may come to the CITY pertaining to future improvements
- All future information that may come to the CITY during the term of the CONSULTANT's Agreement, which in the opinion of the CITY is necessary for the prosecution of the work
- Available traffic and planning data
- All approved utility relocations
- Project utility certification to the Department's Central Office
- Any necessary title searches
- Engineering standards review services
- All available information in the possession of the CITY pertaining to utility companies whose facilities may be affected by the proposed construction
- All future information that may come to the CITY pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right of way
- Systems traffic for Projected Design Year, with K, D, and T factors
- Previously constructed Highway Beautification or Landscape Construction Plans
- Existing right of way maps
- PD&E/Feasibility Documents
- Design Reports
- Letters of authorization designating the CONSULTANT as an agent of the CITY in accordance with F.S. 337.274
- Phase reviews of plans and engineering documents
- Regarding Environmental Permitting Services:
 - All existing/historical permits within the project limits
 - Approved Permit Document when available
 - Approval of all contacts with environmental agencies
 - Appropriate signatures on application forms

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to project activities 4 (Roadway Analysis) through 36 (3D Modeling). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT is responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to 60% plans or completion of quantities, the CONSULTANT shall develop a conceptual estimate. Once the quantities have been developed (beginning at 30% plans and no later than 60% plans) the CONSULTANT shall be responsible for providing updated Cost Estimates for each subsequent design submittal. A Summary of Pay Items sheet shall be prepared with all required Plans submittals as required.

Technical Special Provisions: No Technical Special Provisions are expected; however, if Technical Special Provisions are required, they will be considered an optional service. The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications. A Technical Special Provision shall not modify the Standard Specifications and implemented modifications in any way.

The Technical Special Provisions shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the CITY for initial review at the time of the 60% plans review submission. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed for suitability in accordance with the FDOT Handbook for Preparation of Specification Packages. Final Technical Special Provisions shall be digitally signed and sealed in accordance with applicable Florida Statutes.

Modified Special Provisions: The CONSULTANT shall provide Modified Special Provisions as required by the project. Modified Special Provisions are defined in the Specifications Handbook.

Field Reviews: The CONSULTANT shall make up to 23 trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend up to 67 technical meetings, including meetings with CITY and/or Agency staff, between disciplines and subconsultants, progress review meetings (phase review), and miscellaneous meetings.

Plans Review: Will be performed by the CITY and FDOT at the 30%, 60%, and 100% completion level. Plans review is anticipated to follow the FDOT Electronic Review Comments (ERC) process. Four (4) sets as well as a PDF of plans, specifications, cost estimate, and quantity computations will be submitted to the CITY and FDOT. Consultant shall submit responses to comments within the ERC system prior to submittal of Final Plans.

Quality Assurance/Quality Control: It is the intention of the CITY that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the CITY.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the CITY's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, landscape, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the CITY, with each phase submittal. The responsible

Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Independent Peer Review: N/A

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

Final Deliverables: The Consultant shall deliver final contract plans in electronic/digital format and provide four (4) sets of Design Documentation Memorandum (signed/sealed), Final Plans (signed/sealed), Specifications, Cost Estimate, Quantity Computations, and PDF and CAD design files on CD. Consultant shall prepare Construction Duration Calculations, Utility Work Schedules, Final construction plans, permits, and all other documentation needed to assist the City in bidding the construction of the recommended improvements.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

3.1 PUBLIC INVOLVEMENT

Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall provide to the CITY drafts of all Public Involvement documents (e.g., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least 10 business days prior to printing and / or distribution.

3.1.1 Community Awareness Plan

Prepare a Community Awareness Plan (CAP) for review and approval by the CITY within 30 calendar days after receiving Notice to Proceed. The objective of the plan is to notify local governments, affected property owners, tenants, and the public of the CITY'S proposed construction and the anticipated impact of that construction. The CAP shall address timeframes for each review and shall include tentative dates for each public involvement requirement for the project. The CAP will also document all public involvement activities conducted throughout the project's duration and will identify community leaders and events, interest groups, demographics, surrounding neighborhoods and elected and appointed officials. The CAP will also identify a Community Advisory Group (CAG) who will be informed through the life of the project. In addition to the benefits of advance notification, the process should allow the CITY to resolve controversial issues during the design phase. This item shall be reviewed and updated periodically as directed by the CITY throughout the life of the project.

3.1.2 Notifications

In addition to public involvement data collection, the CONSULTANT shall prepare notifications, flyers, and/or letters to elected officials and other public officials, private property owners, and tenants at intervals during plans production as identified by the CITY in English and Spanish. All letters and notices shall be reviewed by the CITY to ensure that they are addressed to the correct and current public officials.

3.1.3 Preparing Mailing Lists

At the beginning of the project, the CONSULTANT shall identify all impacted property owners and tenants (within a minimum of 300 feet of the project corridor) and any interested parties that were identified in the previous Planning study. The CONSULTANT shall prepare a mailing list of all such entities and shall update the mailing list as needed during the life of the project.

3.1.4 Median Modification Letters – N/A

3.1.5 Driveway Modification Letters – N/A

3.1.6 Newsletters

As part of the project outreach, the CONSULTANT shall prepare one (1) public involvement survey for business owners along the corridor and one (1) notification, in the form of door hangers, for distribution to property owners and tenants in the project area. The intent of the door hangers is to introduce the project and direct residents to the project website for additional information. The notifications will be distributed by the CONSULTANT and be published in English and Spanish.

3.1.7 Renderings and Flythroughs

The CONSULTANT shall prepare up to 3 still renderings for use in public presentations.

3.1.8 Presentations

The CONSULTANT shall prepare audio/visual presentations for use in two (2) City Commission meetings and three (3) CAG meetings.

3.1.9 Public Meeting Preparations

The CONSULTANT shall prepare roll plots and graphic exhibits for use in two (2) public meetings, three (3) CAG meetings and 3 festival/walk-through events.

If an in-person public meeting/hearing is required, the CONSULTANT will hold the in-person public meeting/hearing at an appropriate location identified in the CAP. The CITY will pay all costs for meeting site rents and insurance as required.

3.1.10 Public Meeting/Hearing Attendance and Follow-up

The CONSULTANT shall attend two (2) public meeting(s), three (3) CAG meetings, two (2) City Commission Meetings and three (3) festival/transit walk-through events and will assist with meeting setup and take down. The CONSULTANT shall also conduct a survey of business and property owners within the project area. The CONSULTANT shall also prepare a summary of the public meeting that includes all copies of all materials shown or provided at the public meeting. The summary shall also include a listing of all written comments made during or after the meeting and responses to those written comments.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the CITY'S Project Manager.

3.1.11 Other Agency Meetings

In addition to scheduled public meetings the CONSULTANT may be required to participate in meetings with local governing authorities and/or Metropolitan Planning Organization (MPO). The CONSULTANT's participation may include, but not be limited to, presentations during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be ten (10) meetings with business owners, EJ/Community Groups, local governing authorities and/or MPOs during the design.

3.1.12 Web Site

The CONSULTANT shall create and/or maintain a web site for the project, which will be presented in English and Spanish.

3.2 JOINT PROJECT AGREEMENTS – N/A

3.3 SPECIFICATIONS PACKAGE PREPARATION

The CONSULTANT shall prepare and provide a project specifications package in accordance with the CITY and FDOT procedures. The CONSULTANT shall be responsible for development of the Divisions II and III components of the project specification package and any Technical Special Provisions as necessary. The CITY shall be responsible for the development of the Division I component of the project specification package.

3.4 CONTRACT MAINTENANCE AND PROJECT DOCUMENTATION

Contract maintenance includes project management effort for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports and schedule updates. Project documentation includes the compilation and delivery of final documents, reports or calculations that support the development of the contract plans.

3.5 VALUE ENGINEERING (MULTI-DISCIPLINE TEAM) REVIEW – N/A

3.6 PRIME CONSULTANT PROJECT MANAGER MEETINGS

Includes only the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.7 PLANS UPDATE – N/A

3.8 POST-DESIGN SERVICES – N/A

Specific services will be negotiated as necessary as a contract amendment.

3.9 DIGITAL DELIVERY – N/A

3.10 RISK ASSESSMENT WORKSHOP – N/A

3.11 RAILROAD, TRANSIT AND/OR AIRPORT COORDINATION

The CONSULTANT shall coordinate with the Local Transit Authority (LYNX) to resolve current and future transit locations within the project corridor. All coordination with LYNX shall include applicable CITY personnel. One (1) meeting each with LYNX, SunRail and Kissimmee Gateway Airport are anticipated.

3.11.1 Aeronautical Evaluation

An FAA permit is needed per FAA Notice Criteria Tool.

3.12 LANDSCAPE AND EXISTING VEGETATION COORDINATION – N/A

3.13 OTHER PROJECT GENERAL TASKS – N/A

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. NOTE: W. SPROULE AVE, W. DAKIN AVE, W. DARLINGTON AVE AND E. DARLINGTON AVE ARE NOT FDOT FUNDED

4.1 TYPICAL SECTION PACKAGE

The CONSULTANT shall provide an approved Typical Section Package prior to the 30% plans submittal.

4.2 PAVEMENT TYPE SELECTION REPORT – N/A

4.3 PAVEMENT DESIGN PACKAGE

The CONSULTANT shall provide an approved Pavement Design Package prior to the 60% plans submittal.

4.4 CROSS-SLOPE CORRECTION – N/A

4.5 HORIZONTAL/VERTICAL MASTER DESIGN FILES

The CONSULTANT shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, access management, and scope of work. The CONSULTANT shall also develop utility conflict information to be provided to project Utility Coordinator in the format requested by the CITY. Includes profile analysis for 2 side street roundabout approaches, 6 curb returns at roundabout approaches, and 11 tabled intersections.

4.6 ACCESS MANAGEMENT - N/A (to remain unchanged per RFQ)

4.7 ROUNDABOUT EVALUATION - N/A

4.8 ROUNDABOUT FINAL DESIGN ANALYSIS - N/A

4.9 CROSS SECTION DESIGN FILES

The CONSULTANT shall establish and develop cross section design files in accordance with the FDOT CADD Manual. Mainline @ 100 ft intervals: Side streets @ 50 ft intervals.

4.10 TEMPORARY TRAFFIC CONTROL PLAN (TTCP) ANALYSIS

The CONSULTANT shall design a safe and effective TTCP to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, signing and pavement markings, roadway pavement, drainage features, ditches, front slopes, back slopes, drop-offs within clear zone, and transit stops. Special consideration shall be given to temporary drainage when developing the construction phases; positive drainage must be maintained at all times.

Includes analysis for determining overall phasing concept, lane closure analysis, temporary bus stops, detours, quantities, TTCP cross sections, general notes, minor details, and typical sections. The Traffic Control Plan shall be prepared by a certified designer who has a current Advanced MOT training certificate. Before proceeding with the TTCP concept, the CONSULTANT shall meet with the appropriate CITY and FDOT personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final TTCP efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the CITY's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the CITY. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain the local authorities' permission for use of detour routes.

4.11 MASTER TTCP DESIGN FILES

The CONSULTANT shall develop master TTCP files showing each phase of the TTCP. This includes all work necessary for designing temporary lane configurations, lane shifts, work zone signing, pavement markings, traffic control devices, and pedestrian ways.

4.12 SELECTIVE CLEARING AND GRUBBING – N/A

4.13 TREE DISPOSITION PLANS – N/A

4.14 DESIGN VARIATIONS AND EXCEPTIONS – N/A

4.15 ROADWAY DESIGN REPORT

The CONSULTANT shall prepare all applicable Roadway Design Reports containing design criteria, calculations, approved individual reports, and any miscellaneous project documentation applicable to roadway design.

4.16 QUANTITIES

The CONSULTANT shall develop accurate quantities, supporting documentation, and construction days when required. Includes developing quantities for tree protection barricades and trees to be removed.

4.17 COST ESTIMATE

The CONSULTANT shall prepare cost estimates for 30%, 60%, 100%, and Final (based on comments from final plan review).

4.18 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

4.19 OTHER ROADWAY ANALYSES – N/A

4.20 FIELD REVIEWS

4.21 MONITOR EXISTING STRUCTURES

Includes visual field observations, identification of structures of concern, completing the quantity table, and travel time.

4.1 TECHNICAL MEETINGS

4.2 QUALITY ASSURANCE/QUALITY CONTROL

4.3 INDEPENDENT PEER REVIEW – N/A

4.4 SUPERVISION

4.5 COORDINATION

5 ROADWAY PLANS

The CONSULTANT shall prepare the following sheets necessary to convey the intent and scope of the project for the purposes of construction. NOTE: W. Sproule Avenue, W. Dakin Avenue, Darlington Avenue and E. Darlington Avenue are not FDOT funded.

5.1 KEY SHEET

5.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT

5.3 TYPICAL SECTION SHEETS

5.3.1 TypicalSections

5.3.2 TypicalSectionDetails

5.4 GENERAL NOTES/PAY ITEM NOTES

5.5 SUMMARY OF QUANTITIES SHEETS

5.6 PROJECT LAYOUT

5.7 PLAN/PROFILE SHEET – N/A

5.8 PROFILE SHEET

5.9 PLAN SHEET

5.10 SPECIAL PROFILE (CURB RETURN PROFILES AT ROUNDABOUT)

5.11 BACK-OF-SIDEWALK PROFILE SHEET – N/A

5.12 INTERCHANGE LAYOUT SHEET – N/A

5.13 RAMP TERMINAL DETAILS (PLAN VIEW) – N/A

5.14 INTERSECTION LAYOUT DETAILS (ROUNDABOUT)

5.15 SPECIAL DETAILS – N/A

5.16 CROSS-SECTION PATTERN SHEETS

5.17 ROADWAY SOIL SURVEY SHEETS

5.18 CROSS SECTIONS

5.19 TEMPORARY TRAFFIC CONTROL PLAN SHEETS

5.20 TEMPORARY TRAFFIC CONTROL CROSS SECTION SHEETS

5.22 TEMPORARY TRAFFIC CONTROL DETAIL SHEETS

5.23 UTILITY ADJUSTMENT SHEETS

5.24 SELECTIVE CLEARING AND GRUBBING SHEETS – N/A

5.25 TREE DISPOSITION PLAN SHEETS – N/A

5.26 PROJECT CONTROL SHEETS

5.27 ENVIRONMENTAL DETAIL SHEETS – N/A

5.28 UTILITY VERIFICATION SHEETS (SUE DATA)

5.29 QUALITY ASSURANCE/QUALITY CONTROL

5.30 SUPERVISION

6a DRAINAGE ANALYSIS

The CONSULTANT shall prepare the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

6a.1 Drainage Map Hydrology

Create a (pre- and post-condition) working drainage basin map to be used in defining the system hydrology. This map shall incorporate drainage basin boundaries, existing survey and/or LiDAR and field observations, as necessary, to define the system. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Include coordination hours needed to convey drainage hydrologic features onto produced drainage maps. Drainage maps to include several buildings' roof downspouts along the corridor, onsite and offsite drainage areas, BMPs, and bioswale locations.

6a.2 Base Clearance Calculations – N/A

6a.3 Pond Siting Analysis and Report –

N/A 6a.4 Design of Cross Drains – N/A

6a.5 Design of Ditches – N/A

6a.6 Design of Stormwater Management Facility (Offsite or Infield Pond) – N/A

6a.7 Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)

Three bioswales are anticipated around the proposed roundabout location; one to provide compensation for the impacts to the City of Kissimmee Police Department pond and 2 additional locations for roadway runoff treatment.

6a.8 Design of Floodplain Compensation – N/A

6a.9 Design of Storm Drains

Spread evaluation for 43 existing structures assuming they will not be impacted by proposed improvements. Storm system layout revisions, inlets relocations, and upstream/downstream pipe evaluations for 9 structures that will be impacted within the round a bout footprint. Inlet relocation and evaluation at proposed tabled intersections, including 1 inlet top replacement at Main St/Vine St.

6a.10 Optional Culvert Material – N/A

6a.11 French Drain Systems – N/A

6a.12 Drainage Wells – N/A

6a.13 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions. The drainage report will include storm drain calculations for spread and pipes, RC channel design considerations, drainage basin curve number, and bioswale calculations. Existing permits and documents shall be used in the proposed design and plans preparation.

6a.14 Bridge Hydraulic Report – N/A 6a.15

Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Temporary drainage is to be evaluated along the corridor including the 12 proposed tabled intersections and roundabout. The majority of the temporary drainage evaluation effort is anticipated to be at the proposed roundabout based on the impacts to the existing police department pond and curb inlets.

6a.16 Cost Estimate

Coordination with Roadway to provide quantities to be included in the cost estimate.

6a.17 Technical Special Provisions / Modified Special Provisions – N/A

6a.18 Hydroplaning Analysis – N/A

6a.19 Existing Permit Analysis

Includes evaluation of the existing permits along the corridor in order to identify existing offsite storm systems, drainage patterns, and storm drain system evaluation.

6a.20 Other Drainage Analysis

RC channels are anticipated at the following tabled intersections: Broadway/Darlington Ave (not enough room to add drainage structure/ possible conflict with pedestrian crossing), Main St./Magnolia St and Main St. /Orange St (can be used to provide drainage for the depressed area created by the proposed tabled intersection and existing side street profile).

6a.21 Field Reviews

6a.22 Technical Meetings

6a.23 Environmental Look-Around (ELA) Meeting – N/A 6a.24

Quality Assurance/Quality Control

6a.25 Independent Peer Review – N/A

6a.26 Supervision

6a.27 Coordination

6b DRAINAGE PLANS

The CONSULTANT shall prepare Drainage plan sheets, notes, and details necessary to convey the intent and scope of the project for the purposes of construction.

6b.1 Drainage Map

6b.2 Bridge Hydraulics Recommendation Sheets – N/A

6b.3 Summary of Drainage Structures

6b.4 Optional Pipe/Culvert Material – N/A

6b.5 Drainage Structure Sheet(s) (Per Structure)

6b.6 Miscellaneous Drainage Detail Sheets

RC channel is currently a developmental standard which will need to be detailed.

6b.7 Lateral Ditch Plan/Profile – N/A

6b.8 Lateral Ditch Cross Sections – N/A

6b.9 Retention/Detention Pond Detail Sheet(s)

Three bioswales are anticipated at the proposed roundabout. Each bioswale will require detail sheets including channel geometry, inflow pipe, outlet detail, and special filter design.

6b.10 Retention Pond Cross Sections – N/A

6b.11 Erosion Control Plan Sheets

6b.12 SWPPP Sheets

6b.13 Quality Assurance/Quality Control

6b.14 Supervision

7 UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the CITY's construction project are addressed. The CONSULTANT shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

7.1 UTILITY KICKOFF MEETING

Before any contact with the UAO(s), the CONSULTANT shall meet with the CITY to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with CITY procedures. CONSULTANT shall bring a copy of the design project work schedule reflecting utility activities.

7.2 IDENTIFY EXISTING UTILITY AGENCY OWNER(S)

The Consultant shall identify all utilities within and adjacent to the project limits that may be impacted by the project.

7.3 MAKE UTILITY CONTACTS

First Contact: The CONSULTANT shall send letters and two sets of plans to each utility, one set for the utility office, and one set to the CITY Offices as required. Includes contact by

phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area. Send UAO requests for reimbursement to CITY for a legal opinion. Include the meeting schedule (if applicable) and the design schedule.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall identify agreements and assemble packages. The CONSULTANT shall send agreements, letters, the utility conflict information (when applicable and in the format requested by the CITY) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule. Include typical meeting agenda. If scheduling a meeting, give 4 weeks advance notice.

Third Contact: the CONSULTANT shall transmit two complete sets of Phase IV plans and the final utility conflict information (when applicable and in the format requested by the CITY) to each UAO having facilities located within the project limits, and one set to the CITY Offices as required by the District. Include the design schedule.

7.4 EXCEPTION PROCESSING – N/A

7.5 PRELIMINARY UTILITY MEETING – N/A

7.6 INDIVIDUAL/FIELD MEETINGS

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

7.7 COLLECT AND REVIEW PLANS AND DATA FROM UAO(S)

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans. Forward all requests for utility reimbursement and supporting documentation to the CITY.

7.8 SUBORDINATION OF EASEMENTS COORDINATION - NA

7.9 UTILITY DESIGN MEETING

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, temporary traffic control plans (TTCP) (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights from CITY Legal Office, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and TTCP with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict location identification and adjustments.

7.10 REVIEW UTILITY MARKUPS & WORK SCHEDULES AND PROCESSING OF SCHEDULES & AGREEMENTS

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate CITY office(s) such as survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, landscape architecture, municipalities, maintaining agency, and CITY Traffic Operations for review and comment if required by the CITY. Coordinate with the CITY for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s).

7.11 UTILITY COORDINATION/FOLLOW-UP

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project.

7.12 UTILITY CONSTRUCTABILITY REVIEW

The CONSULTANT shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict identification and adjustments.

7.13 ADDITIONAL UTILITY SERVICES – N/A

7.14 PROCESSING UTILITY WORK BY HIGHWAY CONTRACTOR (UWHC) – N/A

7.15 CONTRACT PLANS TO UAO(S) - NA

7.16 CERTIFICATION/CLOSE-OUT

This includes hours for transmitting utility files to the CITY and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate CITY representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made, and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

7.17 OTHER UTILITIES – N/A

8 ENVIRONMENTAL PERMITS and ENVIRONMENTAL CLEARANCES

The CONSULTANT shall notify the CITY Project Manager, Environmental Permit Coordinator, and other appropriate CITY personnel in advance of all scheduled meetings with the regulatory agencies to allow a CITY representative to attend. The CONSULTANT shall copy in the Project Manager and the Environmental Permit Coordinator on all permit related correspondence and meetings. The Consultant shall use current regulatory guidelines and

policies for all permits required as identified in Section 2.4.

8.1 PRELIMINARY PROJECT RESEARCH

The CONSULTANT shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. Includes evaluation of the existing environmental permits, research of possible conservation easements, and field reviews to gather relevant project documentation.

The CONSULTANT shall research any existing easements or other restrictions that may exist within or adjacent to the project boundary. Project research may include but should not be limited to review of available federal, state, and local permit files and databases; and local government information including City and property appraiser data. Determination of any Sovereign Submerged Lands is not included.

8.2 FIELD WORK

8.2.1 Pond Site Alternatives – N/A

8.2.2 Establish Wetland Jurisdictional Lines and Assessments:

The CONSULTANT shall be responsible for, but not limited to, the following activities:

- Based on available data from the National Wetland Inventory and field verification, no wetlands were assumed within the project limits; however, coordination with survey will be needed to confirm these assumptions. Also includes verification of any other surface water within the project limits, coordination, and documentation preparation as needed.
- If applicable, determine landward extent of wetlands and other surface waters as detailed in Rule Chapter 62-340, F.A.C., as ratified in Section 373.4211, F.S.; United States Army Corps of Engineers (USACE) Wetland Delineation Manual (Technical Report Y-87- 1); Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (ERD/EL TR- 10-20).

8.2.3 Species Surveys – N/A

8.3 AGENCY VERIFICATION OF WETLAND DATA – N/A

8.4 COMPLETE AND SUBMIT ALL REQUIRED PERMIT APPLICATIONS

The CONSULTANT shall collect the data and information necessary to prepare the permit

applications and obtain the environmental permits required to construct the project as identified in the Project Description and as described in 8.4.1 and 8.4.2. The CONSULTANT shall prepare each permit application in accordance with the rules and/or regulations of the regulatory agency responsible for issuing a specific permit and/or authorization to perform work. The permit application packages must be approved by the CITY prior to submittal to regulatory agencies.

The CONSULTANT will submit all permit applications, as directed by the CITY, and be responsible for payment of all permit and public noticing fees.

8.4.1 Complete and Submit All Required Wetland Permit Applications:

The CONSULTANT shall prepare, complete, and submit required wetland permit (i.e., ERP, Section 404) application packages to the appropriate regulatory agencies. This includes, but is not limited to, applications submitted to WMDs and/or DEP. The application package may include but is not limited to attachments (e.g., project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.), a cover letter with project description as well as completion of applicable agency forms. The CONSULTANT shall prepare and respond to agency Requests for Additional Information (RAIs), including necessary revisions to the application package. All responses and completed application packages must be approved by the District Permit Coordinator prior to submittal to the regulatory agencies. Geotechnical permitting should also be prepared, submitted, and obtained

.

8.4.2 Complete and Submit All Required Species Permit Applications – N/A

8.5 COORDINATE AND REVIEW DREDGE AND FILL SKETCHES – N/A

8.6 PREPARE USCG PERMIT APPLICATION – N/A

8.7 PREPARE WATER MANAGEMENT DISTRICT OR LOCAL WATER CONTROL DISTRICT RIGHT OF WAY OCCUPANCY PERMIT APPLICATION – N/A

8.8 PREPARE COASTAL CONSTRUCTION CONTROL LINE (CCCL) PERMIT APPLICATION – N/A

8.9 PREPARE TREE PERMIT INFORMATION – N/A

8.10 COMPENSATORY MITIGATION PLAN – N/A

8.11 MITIGATION COORDINATION AND MEETINGS – N/A

8.12 OTHER ENVIRONMENTAL PERMITS – N/A

8.13 TECHNICAL SUPPORT TO THE CITY AND FDOT FOR ENVIRONMENTAL CLEARANCES AND REEVALUATIONS (USE WHEN CONSULTANT PROVIDES TECHNICAL SUPPORT) – N/A

8.13.1 NEPA or SEIR Reevaluation – N/A

8.13.2 Archaeological and Historical Features – N/A

8.13.3 Wetland Impact Analysis

8.13.4 Essential Fish Habitat Impact Analysis – N/A

8.13.5 Protected Species and Habitat Impact Analysis – N/A

8.14 PREPARATION OF ENVIRONMENTAL CLEARANCES AND RE-EVALUATIONS (USE WHEN CONSULTANT PREPARES ALL DOCUMENTS ASSOCIATED WITH REEVALUATION) – N/A

8.14.1 NEPA or SEIR Reevaluation – N/A

8.14.2 Archaeological and Historical Features – N/A

8.14.3 Wetland Impact Analysis – N/A

8.14.4 Essential Fish Habitat Impact Analysis – N/A

8.14.5 Protected Species and Habitat Impact Analysis – N/A

8.15 CONTAMINATION IMPACT ANALYSIS – N/A

8.16 ASBESTOS SURVEY – N/A

8.17 TECHNICAL MEETINGS

8.18 QUALITY ASSURANCE/QUALITY CONTROL

8.19 SUPERVISION

8.20 COORDINATION

9 STRUCTURES SUMMARY

10 STRUCTURES - BRIDGE DEVELOPMENT REPORT – N/A

11 STRUCTURES - TEMPORARY BRIDGE – N/A

12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE – N/A

13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE – N/A

14 STRUCTURES - STRUCTURAL STEEL BRIDGE – N/A

15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE – N/A

16 STRUCTURES - MOVABLE SPAN – N/A

17 STRUCTURES - RETAINING WALLS – N/A

18 STRUCTURES - MISCELLANEOUS

18.1 thru 18.8 – N/A

18.9 MAST ARMS

Includes using Mathcad to design 4 mast arms that will support pedestrian hybrid beacons at the roundabout; mast arms to include standard luminaires.

18.10 MAST ARMS DATA TABLE PLAN SHEETS

1 table for 4 mast arms with Pedestrian Hybrid Beacons.

18.11 MAST ARM SPECIAL DETAILS PLAN SHEETS

Develop special details for Pedestrian Hybrid Beacon mast arms and luminaires.

18.12 thru 18.27 – N/A

18.28 GATEWAY SIGN PYLONS AND FOUNDATIONS

Special pylon design with 2 cross sections for a gateway sign (one for upper column and 1 for lower column), pile foundation design, plan production and architectural details.

18.29 GATEWAY SIGN/PYLON CONNECTIONS

Bolted connection/end diaphragm design and special details.

18.30 SPECIAL STRUCTURES – N/A

18.31 OTHER STRUCTURES

Includes 1 new CCTV pole foundation design, one anchor bolt design & plan production for a 30-foot height camera pole. Foundation and anchor bolts will be designed to support a steel pole that withstands 150 mph wind. Wind load and dead load of pole will be calculated by hand. This effort also includes necessary details for a non-standard pole height.

19 SIGNING AND PAVEMENT MARKING ANALYSIS (GATEWAY/WAYFINDING SIGNS)

The CONSULTANT shall prepare conceptual design options for vehicular and pedestrian signs.

19.1 TRAFFIC DATA ANALYSIS – N/A

19.2 NO PASSING ZONE STUDY – N/A

19.3 REFERENCE AND MASTER DESIGN FILE (Gateway Sign not FDOT funded)

19.4 MULTI-POST SIGN SUPPORT CALCULATIONS – N/A

19.5 SIGN PANEL DESIGN ANALYSIS (Gateway Sign not FDOT funded)

The CONSULTANT shall prepare two (2) conceptual design options for one (1) overhead gateway sign type, one (1) conceptual design option for one (1) vehicular wayfinding sign type, one (1) conceptual design option for one (1) medium pedestrian sign type, and one (1) conceptual design option for one (1) small pedestrian sign type based on the sign face layout provided by the City of Kissimmee on September 7, 2021.

19.6 SIGN LIGHTING/ELECTRICAL CALCULATIONS – N/A

19.7 QUANTITIES

The CONSULTANT shall provide quantities for each of the three phase submittals.

19.8 COST ESTIMATE (Gateway Sign work efforts are not FDOT funded)

The CONSULTANT shall provide a conceptual estimate for each of the three phase submittals (funded and non-funded).

19.9 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

19.10 OTHER SIGNING AND PAVEMENT MARKING ANALYSIS – N/A

19.11 FIELD REVIEWS – N/A

19.12 TECHNICAL MEETINGS (Gateway Sign meetings not FDOT funded)

The CONSULTANT shall hold a teleconference meeting with the CITY to present the design concepts and feedback. The meeting will be attended by up to two (2) AECOM staff for up to two (2) hours. The CITY will provide one (1) set of consolidated written comments and select the preferred concept within ten (10) business days of receipt.

19.13 QUALITY ASSURANCE/QUALITY CONTROL

The CONSULTANT shall perform internal QC of all deliverables prior to submittal.

19.14 INDEPENDENT PEER REVIEW – N/A

19.15 SUPERVISION

The CONSULTANT shall oversee all design and consulting activities related to wayfinding and signage

19.16 COORDINATION

20 SIGNING AND PAVEMENT MARKING PLANS (GATEWAY/WAYFINDING SIGNS)

The CONSULTANT shall produce design intent documents for one (1) overhead gateway

sign type, two (2) pedestrian wayfinding sign types, and one (1) vehicular wayfinding sign type. The deliverable will include sign location plans, sign type fabrication drawings, sign face layouts, and technical performance specifications.

20.1 KEY SHEET – N/A

20.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT – N/A

20.3 TABULATION OF QUANTITIES

The CONSULTANT shall prepare a matrix of sign types, descriptions, and quantities for bidding (funded and non-funded).

20.4 GENERAL NOTES/PAY ITEM NOTES

The CONSULTANT shall prepare a general notes and graphic standards sheet.

20.5 PROJECT LAYOUT – N/A

20.6 PLAN SHEET

The CONSULTANT shall prepare sign location plans by reviewing circulation, determining decision points, and recommending locations for signs.

20.7 TYPICAL DETAILS

The CONSULTANT shall prepare dimensioned fabrication details with materials and finishes to such a level to allow pricing during procurement.

20.8 GUIDE SIGN WORK SHEETS

The CONSULTANT shall prepare scaled and dimensioned sign face layouts for each unique sign face message.

20.9 TRAFFIC MONITORING SITE – N/A

20.10 CROSS SECTIONS – N/A

20.11 SPECIAL SERVICE POINT DETAILS

The CONSULTANT shall prepare technical performance specifications for wayfinding signage.

20.12 SPECIAL DETAILS – N/A

20.13 INTERIM STANDARDS – N/A

20.14 QUALITY ASSURANCE/QUALITY CONTROL

20.15 SUPERVISION

19A SIGNING AND PAVEMENT MARKING ANALYSIS

NOTE: The signing on W. Sproule Ave, W. Dakin Ave, E. Darlington Avenue and W. Darlington Avenue is not FDOT funded.

19.1 TRAFFIC DATA ANALYSIS

Review engineering report, typical section package, proposed geometric alignment and queue analysis.

19.2 NO PASSING ZONE STUDY – N/A

19.3 REFERENCE AND MASTER DESIGN FILE

The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements.

19.4 MULTI-POST SIGN SUPPORT CALCULATIONS – N/A

19.5 SIGN PANEL DESIGN ANALYSIS – N/A

19.6 SIGN LIGHTING/ELECTRICAL CALCULATIONS – N/A

19.7 QUANTITIES

19.8 COST ESTIMATE

The CONSULTANT shall provide a cost estimate for each of the three phase submittals.

19.9 TECHNICAL SPECIAL PROVISIONS AND MODIFIED
SPECIAL PROVISIONS – N/A

19.10 OTHER SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall design the signing and pavement markings for the Roundabout, Police Station parking lot, and 11 tabled intersections.

19.11 FIELD REVIEWS

19.12 TECHNICAL MEETINGS

19.13 QUALITY ASSURANCE/QUALITY CONTROL

19.14 INDEPENDENT PEER REVIEW – N/A

19.15 SUPERVISION

19.16 COORDINATION

20A SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare the following sheets necessary to convey the intent and scope of the project for the purposes of construction. NOTE: W, Sproule Avenue, W. Dakin Avenue, E. Darlington Ave and W. Darlington Avenue are not FDOT funded).

20.1 KEY SHEET

20.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT – N/A

20.3 TABULATION OF QUANTITIES

20.4 GENERAL NOTES/PAY ITEM NOTES

20.5 PROJECT LAYOUT

20.6 PLAN SHEET

20.7 TYPICAL DETAILS – N/A

20.8 GUIDE SIGN WORK SHEETS – N/A

20.9 TRAFFIC MONITORING SITE – N/A

20.10 CROSS SECTIONS – N/A

20.11 SPECIAL SERVICE POINT DETAILS – N/A

20.12 SPECIAL DETAILS

The CONSULTANT shall design 1 detail for the Rectangular Rapid Flashing Beacons.

20.13 INTERIM STANDARDS – N/A

20.14 QUALITY ASSURANCE/QUALITY CONTROL

20.15 SUPERVISION

21 SIGNALIZATION ANALYSIS

21.1 TRAFFIC DATA COLLECTION – N/A

21.2 TRAFFIC DATA ANALYSIS – N/A

21.3 SIGNAL WARRANT STUDY – N/A

21.4 SYSTEMS TIMINGS – N/A

21.5 REFERENCE AND MASTER SIGNALIZATION DESIGN FILE

The CONSULTANT shall prepare the Signalization Design file to include all necessary design elements. Broadway at Neptune Rd: Add signal head and determining detection zone for new left turn. For Broadway at Ruby Ave: Show removal of existing mast arm and adjustments to communications pull boxes.

21.5 A Reference and Master Signalization Design File (Roundabout)

For Pedestrian Hybrid Beacons at Roundabout crosswalks (optional)

21.6 REFERENCE AND MASTER INTERCONNECT

COMMUNICATION DESIGN FILE

The CONSULTANT shall prepare the Interconnect Communication Design file to include all necessary design elements. Includes analysis of fiber optic interconnect design and layout of proposed interconnect conduit, pull boxes, splice boxes, etc. Analysis of existing interconnect to remain where impacted by sidewalk reconstruction.

21.7 OVERHEAD STREET NAME SIGN DESIGN – N/A

21.8 POLE ELEVATION ANALYSIS – N/A

21.9 TRAFFIC SIGNAL OPERATION REPORT – N/A

21.10 QUANTITIES

21.11 COST ESTIMATE

21.12 TECHNICAL SPECIAL PROVISIONS – N/A

21.13 OTHER SIGNALIZATION ANALYSIS

Includes general analysis and electrical/voltage drop analysis of CCTV at roundabout. Existing CCTV will be removed and replaced on new pole.

21.14 FIELD REVIEWS

21.15 TECHNICAL MEETINGS

21.16 QUALITY ASSURANCE/QUALITY CONTROL

21.17 INDEPENDENT PEER REVIEW – N/A

21.18 SUPERVISION

21.19 COORDINATION

22 SIGNALIZATION PLANS

22.1 KEY SHEET

22.2 SUMMARY OF PAY ITEMS INCLUDING DESIGNER INTERFACE
(TRNS*PORT) INPUT – N/A

22.3 TABULATION OF QUANTITIES

22.4 GENERAL NOTES/PAY ITEM NOTES

22.5 PLAN SHEET

22.6 INTERCONNECT PLANS

22.7 TRAFFIC MONITORING SITE – N/A

22.8 GUIDE SIGN WORKSHEET – N/A

22.9 SPECIAL DETAILS

Details for communications overview, splice diagram (assume splice into fiber interconnect just west of Stewart Ave and replace to just east of Neptune Rd), cabinet, cabinet wiring diagram, and pole installation.

22.10 SPECIAL SERVICE POINT DETAILS

Electrical service detail for the CCTV pole at the roundabout.

22.11 MAST ARM/MONOTUBE TABULATION SHEET

For addition of signal head at Broadway and Neptune.

22.12 STRAIN POLE SCHEDULE – N/A

22.13 TCP SIGNAL (TEMPORARY) – N/A

22.14 TEMPORARY DETECTION SHEET – N/A

22.15 UTILITY CONFLICT SHEET – N/A

22.16 INTERIM STANDARDS – N/A

22.17 QUALITY ASSURANCE/QUALITY CONTROL

22.18 SUPERVISION

23 LIGHTING ANALYSIS

The CONSULTANT shall analyze and document Lighting/Electrical Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. NOTE: The lighting for the gateway sign is not FDOT funded.

23.1 LIGHTING JUSTIFICATION REPORT – N/A

23.2 LIGHTING DESIGN ANALYSIS REPORT

The report includes an LDAR in accordance with the requirements of the FDOT Design Manual. Also includes photometric analysis at the roundabout, in the median along Broadway between Ruby Ave/Stewart Ave and Neptune Rd., and the remaining corridor.

23.3 VOLTAGE DROP CALCULATIONS

KUA installs the secondary wires and sizes it for KUA owned lights. KUA also does not own nor maintain any streetlights that are on signal poles. Includes services for proposed irrigation controller(s) and voltage drop calculations for proposed Gateway sign lighting.

23.4 FDEP COORDINATION AND REPORT – N/A

23.5 REFERENCE AND MASTER DESIGN FILES (Gateway Sign not FDOT funded)

The CONSULTANT shall prepare the Lighting Design file to include all necessary design elements for lighting the roundabout and corridor lighting. Includes all work to create elements showing the alignment in plan view, design and layout of proposed light poles, conductors and conduit runs, load center locations, pull box, service points, electrical service feed, and landscape irrigation design for controller.

Also includes lighting for the Gateway Sign lighting infrastructure, all work to create elements showing the alignment in plan view, design and layout of proposed gateway sign lights, conductors and conduit runs, load center locations, pull box, service points, and electrical service feed.

23.6 TEMPORARY LIGHTING – N/A

23.7 DESIGN DOCUMENTATION – N/A

23.8 QUANTITIES

23.9 COST ESTIMATE

23.10 TECHNICAL SPECIAL PROVISIONS

Decorative fixtures to be defined by the City. Use of Technical Special Provisions (TSP) and Modified Special Provisions (MSP) for previous installations can be used. Assume aesthetic requirements for decorative lights for Gateway sign.

23.11 OTHER LIGHTING ANALYSIS (Gateway Sign not FDOT funded)

Preliminary FAA Notice Criteria tool requests that we file due to location of Kissimmee Gateway Airport. Efforts to coordinate with FAA for light poles, signal poles, CCTV poles, and Gateway Sign.

23.12 FIELD REVIEWS

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review.

23.13 TECHNICAL MEETINGS

23.14 QUALITY ASSURANCE/QUALITY CONTROL

23.15 INDEPENDENT PEER REVIEW – N/A

23.16 SUPERVISION

23.17 COORDINATION

24 LIGHTING PLANS

24.1 KEY SHEET

24.2 SUMMARY OF PAY ITEM SHEET INCLUDING DESIGNER INTERFACE (TRANS*PORT) INPUT – N/A

24.3 TABULATION OF QUANTITIES

24.4 GENERAL NOTES/PAY ITEM NOTES

24.5 POLE DATA, LEGEND & CRITERIA

24.6 SERVICE POINT DETAIL

The CONSULTANT shall design the service point detail for Gateway sign.

24.7 PROJECT LAYOUT – N/A

24.8 PLAN SHEET

24.9 SPECIAL DETAILS

The CONSULTANT shall prepare the electrical riser diagram and one single line diagram for Gateway sign.

24.10 TEMPORARY LIGHTING DATA AND DETAILS – N/A

24.11 TRAFFIC CONTROL PLAN SHEETS – N/A

24.12 INTERIM STANDARDS – N/A

24.13 QUALITY ASSURANCE/QUALITY CONTROL

24.14 SUPERVISION

25 LANDSCAPE ANALYSIS

The CONSULTANT shall perform landscape analysis tasks to assess the existing conditions and the proposed improvements. Tasks include evaluation of existing trees and determination of any impacts by the proposed improvements. Where impacts are unavoidable, trees will be proposed for removal and depicted as such in the contract plans. Trees that are not impacted will be designated in the contract plans to be protected during construction. Tasks also include landscape, irrigation, and hardscape design, including side streets where they connect to the main project corridor, as well as design of landscape improvements for the proposed bioswales within the new roundabout area at W. Emmett St., Ruby Ave., and Broadway. Includes coordination with design

discipline leads such as roadway, drainage, utilities, signing, and lighting. Includes coordination with existing and/or proposed underground and overhead utilities including but not limited to lighting, drainage, force mains, potable water, and fiber optic cable. NOTE: The landscape analysis and design for W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded)

25.1 DATA COLLECTION

All research required to collect data necessary to complete the initial design analysis. Includes identifying applicable local ordinances and collection of other project data, assembling design information. Collect data prepared by others, such as survey, topo, tree survey, overhead and underground utilities, as-built irrigation plans and/or record drawings of same, existing roadway inventory, signing and features along the sidewalks adjacent to right-of-way and businesses.

25.2 SITE INVENTORY AND ANALYSIS FOR PROPOSED LANDSCAPE

Includes identification of opportunities and constraints for the proposed landscape project based on existing site conditions and proposed improvements. Perform inventory of existing conditions, proposed improvements, and analysis of opportunities for landscape, hardscape, and irrigation improvement. Analysis of drainage, roadway, signing, and pavement marking, and other design plans prepared by other disciplines.

25.3 PLANTING DESIGN

Planting design for medians, bioswales in the roundabout areas, rights-of-way back of sidewalk, street trees in sidewalks where feasible. Includes identifying the species/type, size, location, spacing, and quality of all plants. Tasks include development of landscape design enhancements for parking areas, curb bulb-outs and pedestrian crosswalks in the commercial district only.

25.4 IRRIGATION DESIGN

Feasibility Report: Includes analysis of existing conditions, available water and power sources, potential materials and application methods, review of existing and proposed utility adjustments, directional bores and sleeves associated with proposed irrigation system(s) design.

Design: Prepare irrigation design, materials list, and quantities for new landscaping, and

connections and modifications to existing systems where they occur within the project limits. Irrigation sleeves for side streets only; sleeves will be shown on plans to allow for future expansion of the irrigation system. Assumes City has existing irrigation along the project corridor for existing trees, palms, and landscaping. Record drawings and as-builts are assumed to be available from the city. Potable water source anticipated. Well and pump station design not included. Electrical design for irrigation controls system not included in this task.

25.5 HARDSCAPE DESIGN

Tasks include hardscape design for specialty sidewalk paving, brick accent banding to match existing conditions in the businesses, shops and restaurant areas, as well as the roundabout improvements, and design for non-organic materials (rock, drainage media) to be used in the bioswales, tree grates or flexible pavement for street trees within the sidewalks, and special paving for ADA crosswalks and curb bulb-outs at intersections, if applicable.

25.6 PLAN SUMMARY BOXES

Not using ORD or EQ Report. This effort applied to developing Pay Items and Summary of Quantities tables and sheets. Quantities for plants, mulch, soil, backfill, hardscape items, irrigation materials, and incidental items depicted in the proposed improvements.

25.7 COST ESTIMATES

One estimate at 30%, and updates at 60% and 100% design phases.

25.8 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS

Prepare technical special provision for proposed irrigation improvements. Assumes Owner does not have standard specifications language. FDOT Standard Specifications do not address irrigation systems.

25.9 OTHER LANDSCAPE SERVICES

Analysis of existing trees based on survey data. Coordination with surveyor for existing tree inventory, determine tree disposition and species identification. Coordination with roadway and drainage design and utility adjustments.

Prepare a roll plot of the conceptual design improvements noted in Tasks 25.3, 25.4 and 25.5 to be used for once (1) client design review meeting and to support public meetings.

25.10 OUTDOOR ADVERTISING – N/A

25.11 FIELD REVIEWS

Perform field reviews of the project site for purposes of developing an inventory of existing conditions and to assess potential impacts to existing trees, landscaping, and irrigation to be protected during construction and/or to be removed due to proposed improvements, where applicable.

25.12 TECHNICAL/PUBLIC MEETINGS

25.13 QUALITY ASSURANCE/QUALITY CONTROL

25.14 INDEPENDENT PEER REVIEW – N/A

25.15 SUPERVISION

25.16 PROJECT COORDINATION

25.17 INTERDISCIPLINARY COORDINATION

26 LANDSCAPE PLANS

The CONSULTANT shall prepare a set of Landscape Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums
NOTE: The landscape plans for W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded.

26.1 KEY SHEET

26.2 TABULATION OF QUANTITIES

Prepare tabulation of quantities sheets for proposed landscape, irrigation, and hardscape improvements.

26.3 GENERAL NOTES

Prepare general notes describing the work to be performed as depicted and quantified in the

plans.

26.4 TREE AND VEGETATION PROTECTION AND RELOCATION PLANS AND TREE DISPOSITION PLANS

Prepare plan sheets to address existing trees and vegetation to remain protected during construction and trees and vegetation to be removed where impacted by construction.

26.5 PLANTING PLANS FOR LINEAR ROADWAY PROJECTS

Prepare landscape plans for proposed landscape improvements within the project corridor where applicable.

26.6 PLANTING PLANS (INTERCHANGES AND TOLL PLAZAS) – N/A

26.7 PLANTING DETAILS AND NOTES

Prepare planting details and notes for specific conditions not addressed in the FDOT Standard Plans.

26.8 IRRIGATION PLANS FOR LINEAR ROADWAY PROJECT

Prepare irrigation design plans for the proposed landscape improvements within the project corridor and side street connections, where applicable. Prepare plans depicting proposed irrigation sleeves for side streets.

26.9 IRRIGATION PLANS FOR INTERCHANGE AND TOLL PLAZAS – N/A

26.10 IRRIGATION DETAILS AND NOTES

Prepare irrigation installation details and notes for specific site conditions, materials, and equipment.

26.11 HARDSCAPE PLANS

Prepare plans for proposed hardscape improvements within the project corridor and side street connections, where applicable.

26.12 HARDSCAPE DETAILS AND NOTES

Prepare details and notes for specific hardscape improvements within the project corridor and side street connections, where feasible.

26.13 LANDSCAPE MAINTENANCE PLAN

Includes preparing a technical plan for care and maintenance of the plants and beds, hardscape, and irrigation system after the establishment period. The landscape maintenance plan will be developed in performance-based language and will be in coordination with the Owner's preferences for the maintenance of proposed improvements.

26.14 COST ESTIMATE

Includes development of quantities for proposed materials to be included in the 30%, 60% and 100% phase submittals for inclusion in the overall Engineer's Estimate.

26.15 QUALITY ASSURANCE/QUALITY CONTROL

26.16 SUPERVISION

27 SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the CITY. Field books submitted to the CITY must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The CITY may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The CITY may instead require that these points be surveyed by true line, traverse or parallel offset.

NOTE: Survey for W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded.

27.1 HORIZONTAL PROJECT CONTROL (HPC)

Establish or recover HPC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System or datum approved by the CITY; may include primary or secondary control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.2 VERTICAL PROJECT CONTROL (VPC)

Establish or recover VPC, for the purpose of establishing vertical control on datum approved by the CITY; may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.3 ALIGNMENT AND/OR EXISTING RIGHT OF WAY (R/W) LINES

Establish, recover, or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per FDOT R/W Maps, platted or dedicated rights of way.

27.4 AERIAL TARGETS – N/A

27.5 REFERENCE POINTS – N/A

27.6 TOPOGRAPHY/DIGITAL TERRAIN MODEL (DTM) (3D)

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.7 PLANIMETRIC (2D) – N/A

27.8 ROADWAY CROSS SECTIONS/PROFILES

Perform Check Cross Sections to verify DTM.

27.9 SIDE STREET SURVEYS

Perform required Topographic, Drainage and Underground Utility surveys on Side Streets.

27.10 UNDERGROUND UTILITIES

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

27.11 OUTFALL SURVEY – N/A

27.12 DRAINAGE SURVEY

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.13 BRIDGE SURVEY (MINOR/MAJOR) – N/A

27.14 CHANNEL SURVEY – N/A

27.15 POND SITE SURVEY – N/A

27.16 MITIGATION SURVEY – N/A

27.17 JURISDICTION LINE SURVEY – N/A

27.18 GEOTECHNICAL SUPPORT

NOTE: WORK FOR W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded.

27.19 SECTIONAL/GRANTSURVEY

Perform field location/placement of section corners, 1/4 section corners, and fractional corners where pertinent. Includes analysis and processing of all field-collected data and/or reports.

27.20 SUBDIVISION LOCATION

Survey all existing recorded subdivision/condominium boundaries, tracts, units, phases, blocks, street R/W lines, common areas. Includes analysis and processing of all field collected data and/or reports. If unrecorded subdivision is on file in the public records of the subject City, tie existing monumentation of the beginning and end of unrecorded subdivision.

27.21 MAINTAINED R/W – N/A

27.22 BOUNDARY SURVEY – N/A

27.23 WATER BOUNDARY SURVEY – N/A

27.24 RIGHT OF WAY STAKING, PARCEL / RIGHT OF WAY LINE – N/A

27.25 RIGHT OF WAY MONUMENTATION – N/A

27.26 LINE CUTTING – N/A

27.27 WORK ZONE SAFETY

Provide work zone as required by CITY and FDOT standards.

27.28 MISCELLANEOUS SURVEYS (TREE AND VEGETATION SURVEYS)

Identify general type and diameter of trees along the mainline.

27.29 SUPPLEMENTAL SURVEYS – N/A

27.30 DOCUMENT RESEARCH

27.31 FIELD REVIEW

Perform field review to ensure all topographic items were collected.

27.32 TECHNICAL MEETINGS

27.33 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Establish and implement a QA/QC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

27.34 SUPERVISION

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate.

27.35 COORDINATION

Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate.

28 PHOTOGRAMMETRY – N/A

29 MAPPING

The CONSULTANT will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable FDOT Manuals, Procedures, Handbooks FDOT District 5 specific requirements, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to CITY size and format requirements utilizing FDOT approved software and will be designed to provide a high degree of uniformity and maximum readability. The CONSULTANT will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the FDOT for review at stages of completion as negotiated.

29.1 ALIGNMENT – N/A

29.2 SECTION AND 1/4 SECTION LINES – N/A

29.3 SUBDIVISIONS / PROPERTY LINES – N/A

29.4 EXISTING RIGHT OF WAY – N/A

29.5 TOPOGRAPHY – N/A

29.6 PARENT TRACT PROPERTIES AND EXISTING EASEMENTS – N/A

29.7 PROPOSED RIGHT OF WAY REQUIREMENTS

The ENGINEER OF RECORD (EOR) will provide the proposed requirements. The PSM is responsible for calculating the final geometry. Notification of Final Right of Way Requirements along with the purpose and duration of all easements will be specified in writing.

29.8 LIMITS OF CONSTRUCTION – N/A

29.9 JURISDICTIONAL/AGENCY LINES – N/A

The following sheet files will be completed.

29.10 CONTROL SURVEY COVER SHEET – N/A

29.11 CONTROL SURVEY KEY SHEET – N/A

29.12 CONTROL SURVEY DETAIL SHEET – N/A

29.13 RIGHT OF WAY MAP COVER SHEET – N/A

29.14 RIGHT OF WAY MAP KEY SHEET – N/A

29.15 RIGHT OF WAY MAP DETAIL SHEET – N/A

29.16 MAINTENANCE MAP COVER SHEET – N/A

29.17 MAINTENANCE MAP KEY SHEET – N/A

29.18 MAINTENANCE MAP DETAIL SHEET – N/A

29.19 REFERENCE POINT SHEET – N/A

29.20 PROJECT CONTROL SHEET

This sheet depicts the baseline and their reference points including the type of material used for each point, their XYZ coordinates, scale factors and convergence angles.

29.21 TABLE OF OWNERSHIPS SHEET – N/A

29.22 PARCEL SKETCHES – N/A

29.23 TIITF SKETCHES – N/A

29.24 OTHER SPECIFIC PURPOSE SURVEY(S)

A topographic map will be submitted.

29.25 BOUNDARY SURVEY(S) MAP – N/A

29.26 RIGHT OF WAY MONUMENTATION MAP – N/A

29.27 TITLE SEARCH MAP – N/A

29.28 TITLE SEARCH REPORT – N/A

29.29 LEGAL DESCRIPTIONS – N/A

29.30 FINAL MAP/PLANS COMPARISON – N/A

29.31 FIELD REVIEWS – N/A

29.32 TECHNICAL MEETINGS – N/A

29.33 QUALITY ASSURANCE/QUALITY CONTROL

29.34 SUPERVISION

29.35 COORDINATION

29.36 SUPPLEMENTAL MAPPING – N/A

30 TERRESTRIAL MOBILE LiDAR

The Consultant will perform Mobile LiDAR from John Young Parkway (US 17/92) to Vine Street (US 192) along main corridor and the first block of 7 side streets off the main corridor. NOTE: The sides streets on W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded.

31 ARCHITECTURE DEVELOPMENT – N/A

32 NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE – N/A

33 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS

The CONSULTANT shall analyze and document ITS tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

NOTE: None of the ITS elements are FDOT funded.

33.1 ITS ANALYSIS – N/A

33.2 COMMUNICATION PLAN ANALYSIS – N/A

33.3 LIGHTNING PROTECTION ANALYSIS – N/A

33.4 POWER SUBSYSTEM – N/A (KUA to provide power to each EV charging station)

33.5 VOLTAGE DROP CALCULATIONS – N/A (KUA to determine conductor and conduit size for each charging station)

33.6 DESIGN DOCUMENTATION

The CONSULTANT shall determine number and location of charging stations; the City shall verify these finding. The CONSULTANT shall submit a Design Documentation Book with each plan submittal.

33.7 EXISTING ITS SYSTEM – N/A

33.8 QUEUE ANALYSIS – N/A

33.9 REFERENCE AND MASTER ITS DESIGN FILE

The CONSULTANT shall prepare the ITS design file to include all efforts required per EV charging station for layout of proposed conductors and conduit runs, load center locations, pull box, service points, and electrical service feed. All existing ITS infrastructure shall be referenced to the new ITS plan sheets if applicable.

33.10 REFERENCE AND MASTER COMMUNICATIONS DESIGN FILE – N/A

33.11 POLE ELEVATION ANALYSIS – N/A

33.12 SIGN PANEL DESIGN ANALYSIS – N/A

33.13 QUANTITIES

Includes all work required to determine the quantities for all items associated with the EV charging stations and conduit runs.

33.14 COST ESTIMATE

33.15 TECHNICAL SPECIAL PROVISIONS – N/A (KUA TO PERFORM THIS

WORK)

33.16 OTHER ITS ANALYSES – N/A

33.17 FIELD REVIEWS

33.18 TECHNICAL MEETINGS

33.19 QUALITY ASSURANCE/QUALITY CONTROL

33.20 SUPERVISION

33.21 COORDINATION

34 INTELLIGENT TRANSPORTATION SYSTEMS PLANS

The CONSULTANT shall prepare the following sheets necessary to convey the intent and scope of the project for the purposes of construction. NOTE: None of the ITS elements are FDOT funded.

34.1 KEY SHEET

34.2 SUMMARY OF PAY ITEMS INCLUDING DESIGNER INTERFACE
(TRANS*PORT) INPUT – N/A

34.3 TABULATION OF QUANTITIES

34.4 GENERAL NOTES / PAY ITEM NOTES

34.5 PROJECT LAYOUT

34.6 TYPICAL AND SPECIAL DETAILS – N/A (KUA TO PERFORM THIS WORK)

34.7 PLAN SHEET

34.8 ITS COMMUNICATIONS PLANS – N/A

34.9 FIBER OPTIC SPLICE DIAGRAMS – N/A

34.10 LIGHTNING PROTECTION PLANS – N/A

34.11 CROSS SECTIONS – N/A

34.12 GUIDE SIGN WORK SHEET(S) – N/A

34.13 SPECIAL SERVICE POINT DETAILS – N/A (KUA TO PERFORM THIS WORK)

34.14 STRAIN POLE SCHEDULE – N/A

34.15 OVERHEAD / CANTILEVER SIGN STRUCTURE – N/A

34.16 OTHER OVERHEAD SIGN STRUCTURES (LONG SPAN, MONOTUBE, ETC.) – N/A

34.17 TRAFFIC CONTROL PLANS – N/A

34.18 INTERIM STANDARDS – N/A

34.19 GIS DATA AND ASSET MANAGEMENT REQUIREMENTS – N/A

34.20 QUALITY ASSURANCE / QUALITY CONTROL

34.21 SUPERVISION

35 GEOTECHNICAL

Based on the project information provided, our experience, and in accordance with the FDOT 2020 Soils and Foundation Handbook, we recommend the following scope of services:

Geotechnical Services

- Roadway Subsurface Investigation
 - Develop boring plan and stake boring locations at the site.
 - Clear utilities at the boring locations.
 - Perform 2 hand auger borings at 100' centers to depth of 5 feet each at north WB turn lane from Broadway to Neptune.
 - Perform Perform 3 drainage hand auger borings at 3 bioswale locations to depth of 7 feet each.
 - Perform 2 hand auger borings at 100' centers to depth of 5 feet each for gravity wall at south side Broadway (about Station 123+00).
 - Obtain 2 bulk soil samples for Limerick Bearing Ratio (LBR) testing at

Roundabout.

- o Perform limited laboratory soil classification testing to confirm visual soil classification of samples obtained. This includes LBR testing of shallow subgrade soils for use in pavement design and corrosion series sampling of soils along the project alignment for optional pipe materials analysis.
- Mainline Roadway Pavement Coring
 - o Develop coring plan and mark core locations at the site.
 - o Develop maintenance of traffic plan and coordinate lane closures with FDOT and City of Kissimmee.
 - o Mobilize maintenance of traffic equipment including signs, cones, and arrow board.
 - o Mobilize pavement coring equipment and personnel. Pavement coring anticipated to be performed during daytime.
 - o Obtain a total of 6 pavement cores.
 - o Submit the results of pavement coring program in a Pavement Condition Survey and Pavement Evaluation Report. The report will include the following:
 - Measured crack depths, rut depths, cross slope, pavement thickness and base thickness at each pavement core location.
 - Field evaluation of pavement condition and photographs of pavement core location and pavement core.
 - Recommendations regarding milling depth and pavement rehabilitation in areas of milling and resurfacing.
- Side Streets Roadway Pavement Coring (Not FDOT Funded)
 - o Develop coring plan and mark core locations at the site.
 - o Develop maintenance of traffic plan and coordinate lane closures with FDOT and City of Kissimmee.
 - o Mobilize maintenance of traffic equipment including signs, cones, and arrow board.
 - o Mobilize pavement coring equipment and personnel. Pavement coring anticipated to be performed during daytime.
 - o Obtain a total of 3 pavement cores.
 - o Submit the results of pavement coring program in a Pavement Condition Survey and Pavement Evaluation Report. The report will include the following:
 - Measured crack depths, rut depths, cross slope, pavement thickness and base thickness at each pavement core location.
 - Field evaluation of pavement condition and photographs of pavement core location and pavement core.
 - Recommendations regarding milling depth and pavement rehabilitation in areas of milling and resurfacing.

- Structures Subsurface Investigation
 - Develop boring plan and stake boring locations at the site.
 - Clear utilities at the boring locations.
 - Mobilize truck or mud bug mounted drilling equipment and personnel as needed.
 - Perform 4 Standard Penetration Test (SPT) borings to a depth of 25 feet each for mast arm poles supporting hybrid beacons.
 - Perform limited laboratory soil classification testing to confirm visual soil classification of samples obtained.
 - Provide soil parameters for use in drilled shaft design (by others) for proposed mast arm poles supporting hybrid beacons.
- Structures Subsurface Investigation (Not FDOT Funded)
 - Develop boring plan and stake boring locations at the site.
 - Clear utilities at the boring locations.
 - Mobilize truck or mud bug mounted drilling equipment and personnel as needed.
 - Perform 2 Standard Penetration Test (SPT) borings to a depth of 30 feet each for gateway feature.
 - Perform limited laboratory soil classification testing to confirm visual soil classification of samples obtained.
 - Provide soil parameters for use in drilled shaft design (by others) for proposed gateway feature.
- Roadway Soil Survey Report
 - Issue a Preliminary and Final Roadway Soil Survey Report signed and sealed by a Geotechnical Engineer licensed in Florida that will address the following topics:
 - Subsurface conditions at the boring locations
 - Measured and estimated seasonal high groundwater depths
 - Subsoil removal limits
 - Fill selection, placement and compaction
 - Recommended design LBR to assist with pavement design
- Limited Contamination Screening Evaluation Report (CSER)
 - Conduct a desktop contamination screening. This will include a review of historic aerial photos, other readily available historic resources, if available, and contamination database information to identify potential contamination sites. Site reconnaissance will be conducted to ground truth the database information, if necessary, and identify other potential contamination sites, if any. Files maintained by the Florida Department of Environmental Protection or other regulatory Agencies will be review as well for identified sites. A Limited Contamination Screening Evaluation Report (CSER) will be prepared and issued.

Limitations

The scope of work is subject to the following limitations:

- The site will be accessible to the drilling equipment and crew assumed above. If other types of drilling equipment become necessary due to site and/or weather conditions, appropriate adjustments to the actual fees will be necessary
- The CONSULTANT assumes no responsibility for damage to underground utilities and/or structures that are not located by the owner or Sunshine 811
- This proposed exploration is not intended to be an evaluation for sinkhole potential
- Survey support will be provided by others.

36 3D MODELING – N/A

37 PROJECT REQUIREMENTS

37.1 LIAISON OFFICE

The CITY and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the CITY Project Manager.

37.2 KEY PERSONNEL

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by CITY.

37.3 PROGRESS REPORTING

The CONSULTANT shall meet with the CITY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the CITY approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

37.4 CORRESPONDENCE

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the CITY for their records within one (1) week of the receipt or mailing of said correspondence.

37.5 PROFESSIONAL ENDORSEMENT

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by CITY standards.

37.6 COMPUTER AUTOMATION

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The CITY makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual. The CONSULTANT shall submit final documents and files as described therein.

37.7 COORDINATION WITH OTHER CONSULTANTS – N/A

37.8 OPTIONAL SERVICES

At the CITY's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in the Method of Compensation for this contract, for a fair, competitive and reasonable cost, considering the scope and complexity of the work. Additional services may be authorized by Letter of Authorization or Supplemental Agreement. The additional services may include Construction Assistance, Review of Shop Drawings, Final "As-Built" plans based on documents provided by the CITY (CADD services only), or other services as required.

38 INVOICING LIMITS

Payment for the work accomplished shall be in accordance with the Method of Compensation for this contract. Invoices shall be submitted to the CITY, in a format prescribed by the CITY. The CITY Project Manager and the CONSULTANT shall monitor

the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the CITY.

**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
CONNECT KISSIMMEE COMPLETE STREETS
Supplemental Agreement 1**

This Exhibit forms an integral part of Supplemental Agreement 1 agreement between the City of Kissimmee (hereinafter referred to as the CITY) and AECOM Technical Services, Inc (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Project Description: Connect Kissimmee Complete Streets

Financial Project ID: 437472-2-58-01

RFQ2021-002

Federal Aid Project No.: D521 065 B

Roadways: Emmett Street from John Young Parkway (US 17/92) to Stewart/Ruby Avenue, Broadway from Stewart/Ruby Avenue to Neptune Road and Main Street from Neptune Road to Vine Street (US 192)

Context Classification: C5 Urban Center

1 PROJECT PURPOSE

The general objective is for the CONSULTANT to separate the Phase II contract documents prepared under the original agreement into two (2) separate standalone phases including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT LAP Manual, procedures and requirements. These Contract documents will be used by the contractor to build the project in these two phases. These Contract documents will be used by the CITY or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work are specifically prescribed to accomplish the work included in this contract and indicates which items of work will be the responsibility of the CONSULTANT and/or the CITY.

The CITY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The CITY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The CITY may

provide job-specific information and/or functions as outlined in this contract, if favorable.

2 PROJECT DESCRIPTION

Note that work not funded by FDOT is identified in this scope.

Upon notice to proceed, the CONSULTANT shall separate the current 60% plans into two separate standalone phases.

Exhibit “D” summarizes the work to be performed in Phases 1 and 2.

2.1 PROJECT GENERAL AND ROADWAY (ACTIVITIES 3, 4, AND 5)

Plan Type:

This project will be produced at the indicated scales; all other plan sheets shall be prepared in accordance with the FDOT Design Manual (FDM).

Drainage Map: 1” = 100’ Horiz., 1” = 10’ Vert.

Project Layout: 1” = 500’

Roadway Plans: 1” = 40’

Side street Plans: 1” = 40’

Profiles: Mainline 1” = 40’ Horiz., 1” = 4’ Vert.

Side street 1” = 40’ Horiz., 1” = 4’ Vert.

Curb Return 1” = 20’ Horiz., 1” = 2’ Vert.

Cross Sections: Mainline 1” = 40’ Horiz., 1” = 10’ Vert.

Side street 1” = 40’ Horiz., 1” = 10’ Vert.

Cross Section Pattern Sheet: 1” = 500’

2.2 DRAINAGE (ACTIVITIES 6A AND 6B)

Separate the current 60% plans into 2 phases.

2.3 UTILITIES COORDINATION (ACTIVITY 7) - N/A

2.4 ENVIRONMENTAL PERMITS AND ENVIRONMENTAL CLEARANCES (ACTIVITY 8)

The Permit activities were included in the original Scope of Work. This Supplemental Agreement only includes filing for a Permit extension for Phase 2. The project will be permitted as one project but constructed in 2 standalone phases.

2.5 STRUCTURES (ACTIVITIES 9 - 18) – N/A

2.6 SIGNING AND PAVEMENT MARKINGS (ACTIVITIES 19, 19A, 20, & 20A)

Separate the current 60% plans into 2 phases.

2.7 SIGNALIZATION (ACTIVITIES 21 & 22) – N/A

2.8 LIGHTING (ACTIVITIES 23 & 24)

Separate the current 60% plans into 2 phases.

2.9 LANDSCAPE (ACTIVITIES 25 & 26)

Separate the current 60% plans into 2 phases.

2.10 SURVEY (ACTIVITY 27)

2.11 PHOTOGRAMMETRY (ACTIVITY 28) – N/A

2.12 MAPPING (ACTIVITY 29)

2.13 TERRESTRIAL MOBILE LIDAR (ACTIVITY 30) – N/A

2.14 ARCHITECTURE (ACTIVITY 31) – N/A

2.15 NOISE BARRIERS (ACTIVITY 32) – N/A

2.16 INTELLIGENT TRANSPORTATION SYSTEMS (ACTIVITIES 33 & 34)

Separate the current 60% plans into 2 phases.

2.17 GEOTECHNICAL (ACTIVITY 35) – N/A

2.18 3D MODELING (ACTIVITY 36) – N/A

2.19 PROJECT SCHEDULE

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for CITY and CONSULTANT scheduled activities required to meet the current CITY Production Date.

2.20 SUBMITTALS

The CONSULTANT shall furnish construction contract documents as required by the CITY to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall distribute submittals as directed by the CITY. The CITY will determine the specific number of copies required prior to each submittal.

2.21 PROVISIONS FOR WORK

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the CITY which include, but are not limited to, publications such as:

General:

- Americans with Disabilities Act (ADA) Standards for Accessible Design
- FDOT Basis of Estimates Manual
- FDOT Computer Aided Design and Drafting (CADD) Manual
- FDOT Handbook for Preparation of Specifications Package
- FDOT Procurement Procedure 001-375-030, Compensation for Consultant Travel Time on Professional Services Agreements

- FDOT Public Involvement Handbook
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Utility Accommodation Manual

Roadway:

- FDOT Design Manual
- FDOT Standard Plans
- FDOT Flexible Pavement Design Manual
- AASHTO - Roadside Design Guide
- FDOT - Florida Roundabout Guide
- FHWA - National Cooperative Highway Research Program (NCHRP) Report 672, Roundabouts: An Informational Guide
- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook")
- Federal Highway Administration (FHWA) - Manual on Uniform Traffic Control Devices (MUTCD)
- FDOT - Florida Intersection Design Guide

Permits:

- Chapter 373, F.S. - Water Resources
- US Fish and Wildlife Service Endangered Species Programs
- Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
- Florida Department of Environmental Protection Rules
- SFWMD SWERP (Volume I) ERP Applicant Handbook
- SFWMD SWERP (Volume II) ERP Applicant Handbook
- SFWMD Environmental Resource Permit Information Manual

Drainage:

- FDOT Drainage Manual
- FDOT Erosion and Sediment Control Manual
- FDOT Hydrology Handbook
- FDOT Open Channel Handbook
- FDOT Storm Drain Handbook
- FDOT Stormwater Management Facility Handbook
- FDOT Temporary Drainage Design Handbook
- Osceola County Land Development Code

Survey and Mapping:

- Rule Chapter 5J-17, Florida Administrative Code (F.A.C.), Standards of Practice for Professional Surveyors and Mappers
- Chapters 177 and 472, F.S.
- Florida Department of Transportation Surveying Handbook

Traffic Engineering and Operations, Lighting, and ITS:

- AASHTO - Guide for Development of Bicycle Facilities
- FDOT Manual on Uniform Traffic Studies (MUTS)
- AASHTO - Roadway Lighting Design Guide
- FDOT Traffic Engineering Manual
- National Electric Safety Code
- National Electrical Code

Landscape Architecture:

- Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants

2.22 SERVICES TO BE PERFORMED BY THE CITY

The CITY will provide project data including:

- Numbers for survey field books
- Preliminary Horizontal Network Control
- Access for the CONSULTANT to utilize the CITY's Information Technology Resources
- All Department and City agreements with Utility Agency Owner (UAO)
- All certifications necessary for project letting
- All information that may come to the CITY pertaining to future improvements
- All future information that may come to the CITY during the term of the CONSULTANT's Agreement, which in the opinion of the CITY is necessary for the prosecution of the work
- Available traffic and planning data
- All approved utility relocations
- Project utility certification to the Department's Central Office
- Any necessary title searches
- Engineering standards review services
- All available information in the possession of the CITY pertaining to utility companies whose facilities may be affected by the proposed construction
- All future information that may come to the CITY pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right of way
- Systems traffic for Projected Design Year, with K, D, and T factors
- Previously constructed Highway Beautification or Landscape Construction Plans
- Existing right of way maps
- PD&E/Feasibility Documents

- Design Reports
- Letters of authorization designating the CONSULTANT as an agent of the CITY in accordance with F.S. 337.274
- Phase reviews of plans and engineering documents
- Regarding Environmental Permitting Services:
 - All existing/historical permits within the project limits
 - Approved Permit Document when available
 - Approval of all contacts with environmental agencies
 - Appropriate signatures on application forms

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to project activities 4 (Roadway Analysis) through 36 (3D Modeling). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT is responsible for producing Phase 1 and 2 construction cost estimates at 100% and Final submittals.

Technical Special Provisions: N/A

Modified Special Provisions: N/A

Field Reviews: N/A

Technical Meetings: The CONSULTANT shall attend up to nine (9) technical meetings, including meetings with CITY and/or Agency staff, between disciplines and subconsultants, and progress meetings.

Plans Review: N/A

Quality Assurance/Quality Control: It is the intention of the CITY that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall

be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the CITY.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the CITY's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Independent Peer Review: N/A

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

Final Deliverables: The Consultant shall deliver final contract plans in electronic/digital format and provide four (4) sets of Design Documentation Memorandum (signed/sealed), Final Plans (signed/sealed), Specifications, Cost Estimate, Quantity Computations, and PDF and CAD design files on CD. Consultant shall prepare Construction Duration Calculations, Utility Work Schedules, Final construction plans, permits, and all other documentation needed to assist the City in bidding the construction of the recommended improvements.

Project General Tasks – N/A

4 ROADWAY ANALYSIS

NOTE: W. Sproule Ave, W. Dakin Ave, N. Stewart Ave., and W. Darlington Ave are not FDOT funded.

4.1 TYPICAL SECTION PACKAGE – N/A

4.2 PAVEMENT TYPE SELECTION REPORT – N/A

4.3 PAVEMENT DESIGN PACKAGE – N/A

4.4 CROSS-SLOPE CORRECTION – N/A

4.5 HORIZONTAL/VERTICAL MASTER DESIGN FILES

The CONSULTANT shall separate the current 60% Roadway design files into 2 phases and show proposed features from Phase 1 as existing conditions in the Phase 2 plans.

4.6 ACCESS MANAGEMENT - N/A

4.7 ROUNDABOUT EVALUATION - N/A

4.8 ROUNDABOUT FINAL DESIGN ANALYSIS - N/A

4.9 CROSS SECTION DESIGN FILES

The CONSULTANT shall by separate the current 60% cross section design files into 2 phases, including showing the Phase 1 elements as existing conditions in Phase 2.

4.10 TEMPORARY TRAFFIC CONTROL PLAN (TTCP) ANALYSIS – N/A

4.11 MASTER TTCP DESIGN FILES

The CONSULTANT shall separate the current 60% TTCP design files into 2 phases, including showing the Phase 1 elements as existing conditions in Phase 2.

4.12 SELECTIVE CLEARING AND GRUBBING – N/A

4.13 TREE DISPOSITION PLANS – N/A

4.14 DESIGN VARIATIONS AND EXCEPTIONS – N/A

4.15 ROADWAY DESIGN REPORT

The CONSULTANT shall separate the current 60% Roadway Calculations into 2 phases.

4.16 QUANTITIES

The CONSULTANT shall separate the Summary of Quantities design files into 2 phases.

4.17 COST ESTIMATE

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final submittals.

4.18 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL

PROVISIONS – N/A

4.19 OTHER ROADWAY ANALYSES – N/A

4.20 FIELD REVIEWS – N/A

4.21 MONITOR EXISTING STRUCTURES - N/A

4.22 TECHNICAL MEETINGS

4.23 QUALITY ASSURANCE/QUALITY CONTROL

4.24 INDEPENDENT PEER REVIEW – N/A

4.25 SUPERVISION

4.26 COORDINATION

5 ROADWAY PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60% Roadway Plans into 2 phases. **NOTE: W. Sproule Avenue, W. Dakin Avenue, N. Stewart Ave., and W. Darlington Avenue are not FDOT funded.**

5.1 KEY SHEET

5.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT

5.3 TYPICAL SECTION SHEETS

5.3.1 Typical Sections

5.3.2 Typical Section Details

5.4 GENERAL NOTES/PAY ITEM NOTES

5.5 SUMMARY OF QUANTITIES SHEETS

5.6 PROJECT LAYOUT

5.7 PLAN/PROFILE SHEET – N/A

5.8 PROFILE SHEET

5.9 PLAN SHEET

5.10 SPECIAL PROFILE (CURB RETURN PROFILES AT ROUNDABOUT) – N/A

5.11 BACK-OF-SIDEWALK PROFILE SHEET – N/A

5.12 INTERCHANGE LAYOUT SHEET – N/A

5.13 RAMP TERMINAL DETAILS (PLAN VIEW) – N/A

5.14 INTERSECTION LAYOUT DETAILS (ROUNDABOUT) – N/A

5.15 SPECIAL DETAILS – N/A

5.16 CROSS-SECTION PATTERN SHEETS

5.17 ROADWAY SOIL SURVEY SHEETS – N/A

5.18 CROSS SECTIONS

5.19 TEMPORARY TRAFFIC CONTROL PLAN SHEETS

5.20 TEMPORARY TRAFFIC CONTROL CROSS SECTION SHEETS – N/A

5.21 TEMPORARY TRAFFIC CONTROL DETAIL SHEETS

5.22 UTILITY ADJUSTMENT SHEETS

5.23 SELECTIVE CLEARING AND GRUBBING SHEETS – N/A

5.24 TREE DISPOSITION PLAN SHEETS – N/A

5.25 PROJECT CONTROL SHEETS – N/A

5.26 ENVIRONMENTAL DETAIL SHEETS – N/A

5.27 UTILITY VERIFICATION SHEETS (SUE DATA) – N/A

5.28 QUALITY ASSURANCE/QUALITY CONTROL

5.29 SUPERVISION

6a DRAINAGE ANALYSIS

NOTE: W. Sproule Ave, W. Dakin Ave, N. Stewart Ave., and W. Darlington Ave are not FDOT funded.

6a.1 Drainage Map Hydrology

The CONSULTANT shall separate the current Drainage Map Hydrology design into 2 phases, including Phase 1 elements as existing conditions in Phase 2.

6a.2 Base Clearance Calculations – N/A

6a.3 Pond Siting Analysis and Report – N/A

6a.4 Design of Cross Drains – N/A

6a.5 Design of Ditches – N/A

6a.6 Design of Stormwater Management Facility (Offsite or Infield Pond) – N/A

6a.7 Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds) – N/A

6a.8 Design of Floodplain Compensation – N/A

6a.9 Design of Storm Drains

The CONSULTANT shall separate the current 60% Drainage design files into 2 phases and show proposed features from Phase 1 as existing conditions in Phase 2.

6a.10 Optional Culvert Material – N/A

6a.11 French Drain Systems – N/A

6a.12 Drainage Wells – N/A

6a.13 Drainage Design Documentation Report – N/A

6a.14 Bridge Hydraulic Report – N/A

6a.15 Temporary Drainage Analysis

The CONSULTANT shall separate the temporary drainage analysis for the tabled intersections into 2 Phases.

6a.16 Cost Estimate

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final completion level.

6a.17 Technical Special Provisions / Modified Special Provisions – N/A

6a.18 Hydroplaning Analysis – N/A

6a.19 Existing Permit Analysis – N/A

6a.20 Other Drainage Analysis – N/A

6a.21 Field Reviews

6a.22 Technical Meetings

6a.23 Environmental Look-Around (ELA) Meeting – N/A

6a.24 Quality Assurance/Quality Control

6a.25 Independent Peer Review – N/A

6a.26 Supervision

6a.27 Coordination

6b DRAINAGE PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60% Drainage Plans into 2 phases. **NOTE: W. Sproule Avenue, W. Dakin Avenue, N. Stewart Ave., and W. Darlington Avenue are not FDOT funded.**

- 6b.1 Drainage Map**
- 6b.2 Bridge Hydraulics Recommendation Sheets – N/A**
- 6b.3 Summary of Drainage Structures**
- 6b.4 Optional Pipe/Culvert Material – N/A**
- 6b.5 Drainage Structure Sheet(s) (Per Structure)**
- 6b.6 Miscellaneous Drainage Detail Sheets – N/A**
- 6b.7 Lateral Ditch Plan/Profile – N/A**
- 6b.8 Lateral Ditch Cross Sections – N/A**
- 6b.9 Retention/Detention Pond Detail Sheet(s) – N/A**
- 6b.10 Retention Pond Cross Sections – N/A**
- 6b.11 Erosion Control Plan Sheets**
- 6b.12 SWPPP Sheets**
- 6b.13 Quality Assurance/Quality Control**
- 6b.14 Supervision**

7 UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the CITY's construction project are addressed. The CONSULTANT shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken. The CONSULTANT shall coordinate with the utilities two separate sets of roadway design files. Roadway design files will be

separated into 2 phases, Utility plans will show proposed features from Phase 1 as existing conditions in Phase 2.

7.1 UTILITY KICKOFF MEETING – N/A

7.2 IDENTIFY EXISTING UTILITY AGENCY OWNER(S) – N/A

7.3 MAKE UTILITY CONTACTS

Second Contact (Phase 2): At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall identify agreements and assemble packages. The CONSULTANT shall send agreements, letters, the utility conflict information (when applicable and in the format requested by the CITY) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule. Include typical meeting agenda. If scheduling a meeting, give 4 weeks advance notice.

Third Contact (Phase 2): the CONSULTANT shall transmit two complete sets of Phase IV plans and the final utility conflict information (when applicable and in the format requested by the CITY) to each UAO having facilities located within the project limits, and one set to the CITY Offices as required by the District. Include the design schedule.

7.4 EXCEPTION PROCESSING – N/A

7.5 PRELIMINARY UTILITY MEETING – N/A

7.6 INDIVIDUAL/FIELD MEETINGS

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

7.7 COLLECT AND REVIEW PLANS AND DATA FROM UAO(S)

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent

to the designer for inclusion in the plans. Forward all requests for utility reimbursement and supporting documentation to the CITY.

7.8 SUBORDINATION OF EASEMENTS COORDINATION – NA

7.9 UTILITY DESIGN MEETING

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, temporary traffic control plans (TTCP) (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights from CITY Legal Office, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and TTCP with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict location identification and adjustments.

7.10 REVIEW UTILITY MARKUPS & WORK SCHEDULES AND PROCESSING OF SCHEDULES & AGREEMENTS

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate CITY office(s) such as survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, landscape architecture, municipalities, maintaining agency, and CITY Traffic Operations for review and comment if required by the CITY. Coordinate with the CITY for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s).

7.11 UTILITY COORDINATION/FOLLOW-UP

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and

agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project

7.12 UTILITY CONSTRUCTABILITY REVIEW

The CONSULTANT shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict identification and adjustments.

7.13 ADDITIONAL UTILITY SERVICES – N/A

7.14 PROCESSING UTILITY WORK BY HIGHWAY CONTRACTOR (UWHC) – N/A

7.15 CONTRACT PLANS TO UAO(S) – NA

7.16 CERTIFICATION/CLOSE-OUT

This includes hours for transmitting utility files to the CITY and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate CITY representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

7.17 OTHER UTILITIES – N/A

8 ENVIRONMENTAL PERMITS and ENVIRONMENTAL CLEARANCES

8.1 PRELIMINARY PROJECT RESEARCH

8.2 FIELD WORK

8.2.1 Pond Site Alternatives – N/A

8.2.2 Establish Wetland Jurisdictional Lines and Assessments – N/A

8.2.3 Species Surveys – N/A

8.3 AGENCY VERIFICATION OF WETLAND DATA – N/A

8.4 COMPLETE AND SUBMIT ALL REQUIRED PERMIT APPLICATIONS

8.4.1 Complete and Submit All Required Wetland Permit Applications

The CONSULTANT shall file for a permit extension for the Phase 2 construction only due to the project schedule revision as a result of the project being separated into 2 phases.

8.4.2 Complete and Submit All Required Species Permit Applications – N/A

8.5 COORDINATE AND REVIEW DREDGE AND FILL SKETCHES – N/A

8.6 PREPARE USCG PERMIT APPLICATION – N/A

8.7 PREPARE WATER MANAGEMENT DISTRICT OR LOCAL WATER CONTROL DISTRICT RIGHT OF WAY OCCUPANCY PERMIT APPLICATION – N/A

8.8 PREPARE COASTAL CONSTRUCTION CONTROL LINE (CCCL) PERMIT APPLICATION – N/A

8.9 PREPARE TREE PERMIT INFORMATION – N/A

8.10 COMPENSATORY MITIGATION PLAN – N/A

8.11 MITIGATION COORDINATION AND MEETINGS – N/A

8.12 OTHER ENVIRONMENTAL PERMITS – N/A

8.13 TECHNICAL SUPPORT TO THE CITY AND FDOT FOR ENVIRONMENTAL CLEARANCES AND REEVALUATIONS (USE WHEN CONSULTANT PROVIDES TECHNICAL SUPPORT) – N/A

8.13.1 NEPA or SEIR Reevaluation – N/A

8.13.2 Archaeological and Historical Features – N/A

8.13.3 Wetland Impact Analysis – N/A

8.13.4 Essential Fish Habitat Impact Analysis – N/A

8.13.5 Protected Species and Habitat Impact Analysis – N/A

8.14 PREPARATION OF ENVIRONMENTAL CLEARANCES AND RE-EVALUATIONS (USE WHEN CONSULTANT PREPARES ALL DOCUMENTS ASSOCIATED WITH REEVALUATION) – N/A

8.14.1 NEPA or SEIR Reevaluation – N/A

8.14.2 Archaeological and Historical Features – N/A

8.14.3 Wetland Impact Analysis – N/A

8.14.4 Essential Fish Habitat Impact Analysis – N/A

8.14.5 Protected Species and Habitat Impact Analysis – N/A

8.15 CONTAMINATION IMPACT ANALYSIS – N/A

8.16 ASBESTOS SURVEY – N/A

8.17 TECHNICAL MEETINGS

8.18 QUALITY ASSURANCE/QUALITY CONTROL

8.19 SUPERVISION

8.20 COORDINATION

9 STRUCTURES SUMMARY

10 STRUCTURES - BRIDGE DEVELOPMENT REPORT – N/A

11 STRUCTURES - TEMPORARY BRIDGE – N/A

12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE – N/A

13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE – N/A

14 STRUCTURES - STRUCTURAL STEEL BRIDGE – N/A

15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE – N/A

16 STRUCTURES - MOVABLE SPAN – N/A

17 STRUCTURES - RETAINING WALLS – N/A

18 STRUCTURES - MISCELLANEOUS

18.1 thru 18.8 – N/A

18.9 MAST ARMS – N/A

18.10 MAST ARMS DATA TABLE PLAN SHEETS – N/A

18.11 MAST ARM SPECIAL DETAILS PLAN SHEETS – N/A

18.12 thru 18.27 – N/A

18.28 GATEWAY SIGN PYLONS AND FOUNDATIONS – N/A

18.29 GATEWAY SIGN/PYLON CONNECTIONS – N/A

18.30 SPECIAL STRUCTURES – N/A

18.31 OTHER STRUCTURES – N/A

19 SIGNING AND PAVEMENT MARKING ANALYSIS (GATEWAY/WAYFINDING SIGNS)

19.1 TRAFFIC DATA ANALYSIS – N/A

19.2 NO PASSING ZONE STUDY – N/A

19.3 REFERENCE AND MASTER DESIGN FILE (Gateway Sign not FDOT funded) – N/A

19.4 MULTI-POST SIGN SUPPORT CALCULATIONS – N/A

19.5 SIGN PANEL DESIGN ANALYSIS (Gateway Sign not FDOT funded) – N/A

19.6 SIGN LIGHTING/ELECTRICAL CALCULATIONS – N/A

19.7 QUANTITIES – N/A

19.8 COST ESTIMATE (Gateway Sign work efforts are not FDOT funded) – N/A

19.9 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

19.10 OTHER SIGNING AND PAVEMENT MARKING ANALYSIS – N/A

19.11 FIELD REVIEWS – N/A

19.12 TECHNICAL MEETINGS (Gateway Sign meetings not FDOT funded) – N/A

19.13 QUALITY ASSURANCE/QUALITY CONTROL – N/A

19.14 INDEPENDENT PEER REVIEW – N/A

19.15 SUPERVISION – N/A

19.16 COORDINATION – N/A

20 SIGNING AND PAVEMENT MARKING PLANS (GATEWAY/WAYFINDING SIGNS)

20.1 KEY SHEET – N/A

20.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT – N/A

20.3 TABULATION OF QUANTITIES – N/A

20.4 GENERAL NOTES/PAY ITEM NOTES – N/A

20.5 PROJECT LAYOUT – N/A

20.6 PLAN SHEET – N/A

20.7 TYPICAL DETAILS – N/A

20.8 GUIDE SIGN WORK SHEETS – N/A

20.9 TRAFFIC MONITORING SITE – N/A

20.10 CROSS SECTIONS – N/A

20.11 SPECIAL SERVICE POINT DETAILS – N/A

20.12 SPECIAL DETAILS – N/A

20.13 INTERIM STANDARDS – N/A

20.14 QUALITY ASSURANCE/QUALITY CONTROL – N/A

20.15 SUPERVISION – N/A

19A SIGNING AND PAVEMENT MARKING ANALYSIS

NOTE: W. Sproule Ave, W. Dakin Ave, N. Stewart Ave., and W. Darlington Ave are not FDOT funded.

19.1 TRAFFIC DATA ANALYSIS – N/A

19.2 NO PASSING ZONE STUDY – N/A

19.3 REFERENCE AND MASTER DESIGN FILE

The CONSULTANT shall separate the current 60% Signing & Marking Design files into 2 phases and show proposed features from Phase 1 as existing in Phase 2.

For Phase 1, this includes designing Broadway with tie-ins to existing lane widths on Emmett

St and Main St. For Phase 2, this includes modifying tie-ins to new lane widths.

19.4 MULTI-POST SIGN SUPPORT CALCULATIONS – N/A

19.5 SIGN PANEL DESIGN ANALYSIS

The CONSULTANT shall prepare guide sign details per 60% comment received from the City's Engineering Department stating to add street sign details to the construction drawings in conformance with City Construction Standards and Specifications.

19.6 SIGN LIGHTING/ELECTRICAL CALCULATIONS – N/A

19.7 QUANTITIES

The CONSULTANT shall separate the Tabulation of Quantities files into 2 phases.

19.8 COST ESTIMATE

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final completion level.

19.9 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

19.10 OTHER SIGNING AND PAVEMENT MARKING ANALYSIS – N/A

19.11 FIELD REVIEWS

19.12 TECHNICAL MEETINGS

19.13 QUALITY ASSURANCE/QUALITY CONTROL

19.14 INDEPENDENT PEER REVIEW – N/A

19.15 SUPERVISION

19.16 COORDINATION

20A SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60%

Signing and Pavement Marking Plans into 2 phases. **NOTE: W. Sproule Avenue, W. Dakin Avenue, N. Stewart Ave., and W. Darlington Avenue are not FDOT funded.**

20.1 KEY SHEET – N/A

20.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT – N/A

20.3 TABULATION OF QUANTITIES

20.4 GENERAL NOTES/PAY ITEM NOTES – N/A

20.5 PROJECT LAYOUT – N/A

20.6 PLAN SHEET

20.7 TYPICAL DETAILS – N/A

20.8 GUIDE SIGN WORK SHEETS

20.9 TRAFFIC MONITORING SITE – N/A

20.10 CROSS SECTIONS – N/A

20.11 SPECIAL SERVICE POINT DETAILS – N/A

20.12 SPECIAL DETAILS – N/A

20.13 INTERIM STANDARDS – N/A

20.14 QUALITY ASSURANCE/QUALITY CONTROL

20.15 SUPERVISION

21 SIGNALIZATION ANALYSIS – N/A

22 SIGNALIZATION PLANS – N/A

23 LIGHTING ANALYSIS

NOTE: All of the Lighting elements are FDOT funded.

23.1 LIGHTING JUSTIFICATION REPORT – N/A

23.2 LIGHTING DESIGN ANALYSIS REPORT

The CONSULTANT shall update the LDAR documenting separating the current 60% Lighting Plans into 2 Phases.

23.3 VOLTAGE DROP CALCULATIONS – N/A

23.4 FDEP COORDINATION AND REPORT – N/A

23.5 REFERENCE AND MASTER DESIGN FILES

The CONSULTANT shall separate the current 60% Lighting design files into 2 phases and show Phase 1 elements as existing conditions in Phase 2.

23.6 TEMPORARY LIGHTING – N/A

23.7 DESIGN DOCUMENTATION – N/A

23.8 QUANTITIES

The CONSULTANT shall separate the Tabulation of Quantities files into 2 phases.

23.9 COST ESTIMATE

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final completion level.

23.10 TECHNICAL SPECIAL PROVISIONS – N/A

23.11 OTHER LIGHTING ANALYSIS – N/A

23.12 FIELD REVIEWS – N/A

23.13 TECHNICAL MEETINGS

23.14 QUALITY ASSURANCE/QUALITY CONTROL

23.15 INDEPENDENT PEER REVIEW – N/A

23.16 SUPERVISION

23.17 COORDINATION

24 LIGHTING PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60% Lighting Plans into 2 phases.

24.1 KEY SHEET

24.2 SUMMARY OF PAY ITEM SHEET INCLUDING DESIGNER INTERFACE (TRNS*PORT) INPUT – N/A

24.3 TABULATION OF QUANTITIES

24.4 GENERAL NOTES/PAY ITEM NOTES – N/A

24.5 POLE DATA, LEGEND & CRITERIA

24.6 SERVICE POINT DETAIL – N/A

24.7 PROJECT LAYOUT – N/A

24.8 PLAN SHEET

24.9 SPECIAL DETAILS – N/A

24.10 TEMPORARY LIGHTING DATA AND DETAILS – N/A

24.11 TRAFFIC CONTROL PLAN SHEETS – N/A

24.12 INTERIM STANDARDS – N/A

24.13 QUALITY ASSURANCE/QUALITY CONTROL

24.14 SUPERVISION

25 LANDSCAPE ANALYSIS

NOTE: The landscape analysis and design for W. Sproule Ave, W. Dakin Ave, N. Stewart

Ave., and W. Darlington Ave are not FDOT funded.

25.1 DATA COLLECTION – N/A

25.2 SITE INVENTORY AND ANALYSIS FOR PROPOSED LANDSCAPE – N/A

25.3 PLANTING DESIGN

The CONSULTANT shall separate the current 60% Landscape design files into 2 phases and show proposed features from Phase 1 as existing in Phase 2.

25.4 IRRIGATION DESIGN – N/A

25.5 HARDSCAPE DESIGN – N/A

25.6 PLAN SUMMARY BOXES – N/A

25.7 COST ESTIMATES

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final submittals.

25.8 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

25.9 OTHER LANDSCAPE SERVICES – N/A

25.10 OUTDOOR ADVERTISING – N/A

25.11 FIELD REVIEWS – N/A

25.12 TECHNICAL/PUBLIC MEETINGS

25.13 QUALITY ASSURANCE/QUALITY CONTROL

25.14 INDEPENDENT PEER REVIEW – N/A

25.15 SUPERVISION

25.16 PROJECT COORDINATION

25.17 INTERDISCIPLINARY COORDINATION

26 LANDSCAPE PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60% Landscape Plans into 2 phases. **NOTE: W. Sproule Avenue, W. Dakin Avenue, N. Stewart Ave., and W. Darlington Avenue are not FDOT funded.**

26.1 KEY SHEET

26.2 TABULATION OF QUANTITIES

26.3 GENERAL NOTES

26.4 TREE AND VEGETATION PROTECTION AND RELOCATION PLANS AND TREE DISPOSITION PLANS – N/A

26.5 PLANTING PLANS FOR LINEAR ROADWAY PROJECTS

26.6 PLANTING PLANS (INTERCHANGES AND TOLL PLAZAS) – N/A

26.7 PLANTING DETAILS AND NOTES

26.8 IRRIGATION PLANS FOR LINEAR ROADWAY PROJECT – N/A

26.9 IRRIGATION PLANS FOR INTERCHANGE AND TOLL PLAZAS – N/A

26.10 IRRIGATION DETAILS AND NOTES – N/A

26.11 HARDSCAPE PLANS – N/A

26.12 HARDSCAPE DETAILS AND NOTES – N/A

26.13 LANDSCAPE MAINTENANCE PLAN

26.14 COST ESTIMATE

See line item 25.7 above.

26.15 QUALITY ASSURANCE/QUALITY CONTROL

26.16 SUPERVISION

27 SURVEY

This scope is derived with the intention to survey the new boundary for the City of Kissimmee Police Station property swap.

27.1 HORIZONTAL PROJECT CONTROL (HPC)

Recover and set horizontal control as required utilizing GPS/RTK FPRN methods. Datum: NAD 83/ Latest Adjustment.

27.2 VERTICAL PROJECT CONTROL (VPC) – N/A

27.3 ALIGNMENT AND/OR EXISTING RIGHT OF WAY (R/W) LINES – N/A

27.4 AERIAL TARGETS – N/A

27.5 REFERENCE POINTS – N/A

27.6 TOPOGRAPHY/DIGITAL TERRAIN MODEL (DTM) (3D) – N/A

27.7 PLANIMETRIC (2D) – N/A

27.8 ROADWAY CROSS SECTIONS/PROFILES – N/A

27.9 SIDE STREET SURVEYS – N/A

27.10 UNDERGROUND UTILITIES – N/A

27.11 OUTFALL SURVEY – N/A

27.12 DRAINAGE SURVEY – N/A

27.13 BRIDGE SURVEY (MINOR/MAJOR) – N/A

27.14 CHANNEL SURVEY – N/A

27.15 POND SITE SURVEY – N/A

27.16 MITIGATION SURVEY – N/A

27.17 JURISDICTION LINE SURVEY – N/A

27.18 GEOTECHNICAL SUPPORT – N/A

27.19 SECTIONAL/GRANT SURVEY – N/A

27.20 SUBDIVISION LOCATION – N/A

27.21 MAINTAINED R/W – N/A

27.22 BOUNDARY SURVEY

Perform 1 boundary survey for the Police Station parcel. Only above ground features will be located.

27.23 WATER BOUNDARY SURVEY – N/A

27.24 RIGHT OF WAY STAKING, PARCEL / RIGHT OF WAY LINE – N/A

27.25 RIGHT OF WAY MONUMENTATION – N/A

27.26 LINE CUTTING – N/A

27.27 WORK ZONE SAFETY

Provide work zone as required by CITY and FDOT standards.

27.28 MISCELLANEOUS SURVEYS (TREE AND VEGETATION SURVEYS) – N/A

27.29 SUPPLEMENTAL SURVEYS – N/A

27.30 DOCUMENT RESEARCH – N/A

27.31 FIELD REVIEW

Perform field review to ensure all topographic items were collected.

27.32 TECHNICAL MEETINGS – N/A

27.33 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Establish and implement a QA/QC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

27.34 SUPERVISION

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate.

27.35 COORDINATION

Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate.

28 PHOTOGRAMMETRY – N/A

29 MAPPING

This scope is derived with the intention to map the new boundary for the City of Kissimmee Police Station property swap.

29.1 ALIGNMENT – N/A

29.2 SECTION AND 1/4 SECTION LINES – N/A

29.3 SUBDIVISIONS / PROPERTY LINES – N/A

29.4 EXISTING RIGHT OF WAY – N/A

29.5 TOPOGRAPHY – N/A

29.6 PARENT TRACT PROPERTIES AND EXISTING EASEMENTS – N/A

29.7 PROPOSED RIGHT OF WAY AND TCE REQUIREMENTS – N/A

29.8 LIMITS OF CONSTRUCTION – N/A

29.9 JURISDICTIONAL/AGENCY LINES – N/A

29.10 CONTROL SURVEY COVER SHEET – N/A

29.11 CONTROL SURVEY KEY SHEET – N/A

29.12 CONTROL SURVEY DETAIL SHEET – N/A

29.13 RIGHT OF WAY MAP COVER SHEET – N/A

29.14 RIGHT OF WAY MAP KEY SHEET – N/A

29.15 RIGHT OF WAY MAP DETAIL SHEET – N/A

29.16 MAINTENANCE MAP COVER SHEET – N/A

29.17 MAINTENANCE MAP KEY SHEET – N/A

29.18 MAINTENANCE MAP DETAIL SHEET – N/A

29.19 REFERENCE POINT SHEET – N/A

29.20 PROJECT CONTROL SHEET – N/A

29.21 TABLE OF OWNERSHIPS SHEET – N/A

29.22 PARCEL SKETCHES – N/A

29.23 TIITF SKETCHES – N/A

29.24 OTHER SPECIFIC PURPOSE SURVEY(S) – N/A

29.25 BOUNDARY SURVEY(S) MAP

Create stand-alone Boundary Survey for 1 parcel's R/W acquisition/transfer. (24" x 36")

29.26 RIGHT OF WAY MONUMENTATION MAP – N/A

29.27 TITLE SEARCH MAP – N/A

29.28 TITLE SEARCH REPORT

Review, calculate, and plot the Parcel Title Search Report. Estimate 1 title search. Note that title searches are to be supplied by the City of Kissimmee and are not included in this Scope.

29.29 LEGAL DESCRIPTIONS

Create supporting legal description for parcel. Estimated 1 description.

29.30 FINAL MAP/PLANS COMPARISON – N/A

29.31 FIELD REVIEWS – N/A

29.32 TECHNICAL MEETINGS – N/A

29.33 QUALITY ASSURANCE/QUALITY CONTROL

29.34 SUPERVISION

29.35 COORDINATION

29.36 SUPPLEMENTAL MAPPING – N/A

30 TERRESTRIAL MOBILE LIDAR – N/A

31 ARCHITECTURE DEVELOPMENT – N/A

32 NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE – N/A

33 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS

NOTE: None of the ITS elements are FDOT funded.

33.1 ITS ANALYSIS – N/A

33.2 COMMUNICATION PLAN ANALYSIS – N/A

33.3 LIGHTNING PROTECTION ANALYSIS – N/A

33.4 POWER SUBSYSTEM – N/A (KUA to provide power to each EV charging station)

33.5 VOLTAGE DROP CALCULATIONS – N/A (KUA to determine conductor and conduit size for each charging station)

33.6 DESIGN DOCUMENTATION – N/A

33.7 EXISTING ITS SYSTEM – N/A

33.8 QUEUE ANALYSIS – N/A

33.9 REFERENCE AND MASTER ITS DESIGN FILE

The CONSULTANT shall separate the current 60% ITS design files into 2 phases and show proposed features from Phase 1 as existing in Phase 2.

33.10 REFERENCE AND MASTER COMMUNICATIONS DESIGN FILE – N/A

33.11 POLE ELEVATION ANALYSIS – N/A

33.12 SIGN PANEL DESIGN ANALYSIS – N/A

33.13 QUANTITIES

The CONSULTANT shall separate the Tabulation of Quantities files into 2 phases.

33.14 COST ESTIMATE

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final completion level.

33.15 TECHNICAL SPECIAL PROVISIONS – N/A (KUA TO PERFORM THIS WORK)

33.16 OTHER ITS ANALYSES – N/A

33.17 FIELD REVIEWS – N/A

33.18 TECHNICAL MEETINGS

33.19 QUALITY ASSURANCE / QUALITY CONTROL

33.20 SUPERVISION

33.21 COORDINATION

34 INTELLIGENT TRANSPORTATION SYSTEMS PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60% ITS Plans into 2 phases. **NOTE: None of the ITS elements are FDOT funded.**

34.1 KEY SHEET

34.2 SUMMARY OF PAY ITEMS INCLUDING DESIGNER INTERFACE (TRNS*PORT) INPUT – N/A

34.3 TABULATION OF QUANTITIES

34.4 GENERAL NOTES / PAY ITEM NOTES

34.5 PROJECT LAYOUT – N/A

34.6 TYPICAL AND SPECIAL DETAILS – N/A (KUA TO PERFORM THIS WORK)

34.7 PLAN SHEET

34.8 ITS COMMUNICATIONS PLANS – N/A

34.9 FIBER OPTIC SPLICE DIAGRAMS – N/A

34.10 LIGHTNING PROTECTION PLANS – N/A

34.11 CROSS SECTIONS – N/A

34.12 GUIDE SIGN WORK SHEET(S) – N/A

34.13 SPECIAL SERVICE POINT DETAILS – N/A (KUA TO PERFORM THIS WORK)

34.14 STRAIN POLE SCHEDULE – N/A

34.15 OVERHEAD / CANTILEVER SIGN STRUCTURE – N/A

34.16 OTHER OVERHEAD SIGN STRUCTURES (LONG SPAN, MONOTUBE, ETC.) – N/A

34.17 TRAFFIC CONTROL PLANS – N/A

34.18 INTERIM STANDARDS – N/A

34.19 GIS DATA AND ASSET MANAGEMENT REQUIREMENTS – N/A

34.20 QUALITY ASSURANCE / QUALITY CONTROL

34.21 SUPERVISION

35 GEOTECHNICAL – N/A

36 3D MODELING – N/A

37 PROJECT REQUIREMENTS

37.1 LIAISON OFFICE

The CITY and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the CITY Project Manager.

37.2 KEY PERSONNEL

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by CITY.

37.3 PROGRESS REPORTING

The CONSULTANT shall meet with the CITY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the CITY approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

37.4 CORRESPONDENCE

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the CITY for their records within one (1) week of the receipt or mailing of said correspondence.

37.5 PROFESSIONAL ENDORSEMENT

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by CITY standards.

37.6 COMPUTER AUTOMATION

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The CITY makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual. The CONSULTANT shall submit final documents and files as described therein.

37.7 COORDINATION WITH OTHER CONSULTANTS – N/A

37.8 OPTIONAL SERVICES

At the CITY's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in the Method of Compensation for this contract, for a fair, competitive and reasonable cost, considering the scope and complexity of the work. Additional services may be authorized by Letter of Authorization or Supplemental Agreement. The additional services may include

Construction Assistance, Review of Shop Drawings, Final "As-Built" plans based on documents provided by the CITY (CADD services only), or other services as required.

38 INVOICING LIMITS

Payment for the work accomplished shall be in accordance with the Method of Compensation for this contract. Invoices shall be submitted to the CITY, in a format prescribed by the CITY. The CITY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the CITY.

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
CONNECT KISSIMMEE COMPLETE STREETS
Supplemental Agreement 2

This Exhibit forms an integral part of Supplemental Agreement 2 agreement between the City of Kissimmee (hereinafter referred to as the CITY) and AECOM Technical Services, Inc (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Project Description: Connect Kissimmee Complete Streets

Financial Project ID: 437472-2-38-01

RFQ2021-002

Federal Aid Project No.: D521 065 B

Roadways: Emmett Street from John Young Parkway (US 17/92) to Stewart/Ruby Avenue, Broadway from Stewart/Ruby Avenue to Neptune Road and Main Street from Neptune Road to Vine Street (US 192)

Context Classification: C5 Urban Center

1 PROJECT PURPOSE

The CONSULTANT will prepare Cultural Resources Assessment Survey (CRAS) documentation detailing the results of the survey and assessments of resource significance, including a Florida Master Site File (FMSF) form. The Research Design and Survey Methodology and the Pond Site Technical Memo (if applicable) will be included in the CRAS appendix.

The CONSULTANT will assist the DEPARTMENT in meetings by providing technical support in Section 106 Meetings, such as Cultural Resource Committee Meeting.

2 PROJECT DESCRIPTION

This project consists of improvements to provide efficient operations for all modes of transportation within the downtown Kissimmee area. Project limits are Emmett St from John Young Pkwy to Stewart Ave/Ruby Ave, Broadway from Stewart Ave/Ruby Ave to Neptune Rd, and Main St from Neptune Rd to Vine St (US 192). Total project length is approximately 1.46 miles.

Design includes reconfiguration of the existing typical sections to accommodate bike lanes along Emmett St and Main St. The outside lanes of Broadway are to have sharrows and the appropriate pavement markings. Electronic vehicle charging stations shall be included where feasible. A

northbound to westbound left-turn lane at Broadway and Neptune Road is to be in designed. All three roadways include milling and resurfacing, signage and striping, drainage improvements, sidewalk improvements, and landscaping of selected medians.

Tabled intersections including brick pavers along with Rectangular Rapid Flashing Beacons (RRFB) are proposed at selected intersections along the mainline. A roundabout will be installed at the intersection of Emmett St and Stewart Ave/Ruby Ave. A gateway sign will be installed at the intersection of Emmett St and John Young Pkwy.

The side streets' on-street parking areas are to be reconstructed with roadway pavers and 8" ribbon curb. Driveways, sidewalk, and curb ramps along the side streets are to be reconstructed.

2.1 PROJECT GENERAL AND ROADWAY (ACTIVITIES 3, 4, AND 5)

This Supplemental Agreement consists of PM meetings with City staff and contract maintenance.

2.2 DRAINAGE (ACTIVITIES 6A AND 6B) – N/A

2.3 UTILITIES COORDINATION (ACTIVITY 7) - N/A

2.4 ENVIRONMENTAL PERMITS AND ENVIRONMENTAL CLEARANCES (ACTIVITY 8)

This Supplemental Agreement consists of Architectural and Archaeological efforts to prepare the Cultural Resources Assessment Survey (CRAS) report.

2.5 STRUCTURES (ACTIVITIES 9 - 18) – N/A

2.6 SIGNING AND PAVEMENT MARKINGS (ACTIVITIES 19, 19A, 20, & 20A) - N/A

2.7 SIGNALIZATION (ACTIVITIES 21 & 22) – N/A

2.8 LIGHTING (ACTIVITIES 23 & 24) – N/A

2.9 LANDSCAPE (ACTIVITIES 25 & 26) – N/A

2.10 SURVEY (ACTIVITY 27) – N/A

2.11 PHOTOGRAMMETRY (ACTIVITY 28) – N/A

2.12 MAPPING (ACTIVITY 29) – N/A

2.13 TERRESTRIAL MOBILE LIDAR (ACTIVITY 30) – N/A

2.14 ARCHITECTURE (ACTIVITY 31) – N/A

2.15 NOISE BARRIERS (ACTIVITY 32) – N/A

2.16 INTELLIGENT TRANSPORTATION SYSTEMS (ACTIVITIES 33 & 34) - N/A

2.17 GEOTECHNICAL (ACTIVITY 35) – N/A

2.18 3D MODELING (ACTIVITY 36) – N/A

2.19 PROJECT SCHEDULE

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for CITY and CONSULTANT scheduled activities required to meet the current CITY Production Date.

2.20 SUBMITTALS

The CONSULTANT shall furnish contract documents as required by the CITY to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall distribute submittals as directed by the CITY. The CITY will determine the specific number of copies required prior to each submittal.

2.21 PROVISIONS FOR WORK

All work shall be prepared using the following references:

Environmental:

- Cultural Resource Management Handbook
- Part 2, Chapter 8 of the PD&E Manual
- National Historic Preservation Act of 1966

2.22 SERVICES TO BE PERFORMED BY THE CITY

The CITY will provide project data including:

- Access for the CONSULTANT to utilize the CITY's Information Technology Resources
- All information that may come to the CITY pertaining to future improvements
- All future information that may come to the CITY during the term of the CONSULTANT's Agreement, which in the opinion of the CITY is necessary for the prosecution of the work
- Any necessary title searches
- Existing right of way maps
- PD&E/Feasibility Documents
- Design Reports
- Letters of authorization designating the CONSULTANT as an agent of the CITY in accordance with F.S. 337.274
- Phase reviews of plans and engineering documents
- Regarding Environmental Permitting Services:
 - All existing/historical permits within the project limits
 - Approved Permit Document when available

- Approval of all contacts with environmental agencies
- Appropriate signatures on application forms

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to project activities 4 (Roadway Analysis) through 36 (3D Modeling). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: N/A

Technical Special Provisions: N/A

Modified Special Provisions: N/A

Field Reviews: N/A

Technical Meetings: The CONSULTANT's PM shall attend up to two (2) technical meetings, including meetings with CITY and/or Agency staff, between disciplines and subconsultants, and progress meetings.

Plans Review: N/A

Quality Assurance/Quality Control: It is the intention of the CITY that design CONSULTANTS are held responsible for their work. The purpose of CONSULTANT document reviews is to ensure that CONSULTANT documents follow state and federal criteria and that the CONSULTANT submittals are complete.

It is the CONSULTANT'S responsibility to independently and continually QC their deliverables. The CONSULTANT should regularly communicate with the CITY's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all documents under this contract.

The CONSULTANT shall, without additional compensation, correct all errors or

deficiencies.

Independent Peer Review: N/A

Supervision: The CONSULTANT shall supervise all activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project in order to produce a final set of documents.

Final Deliverables: Consultant shall prepare all documentation needed to assist the City in bidding the construction of the recommended improvements as listed in the Project Description.

4 ROADWAY ANALYSIS – N/A

5 ROADWAY PLANS – N/A

6A DRAINAGE ANALYSIS – N/A

6B DRAINAGE PLANS – N/A

7 UTILITIES – N/A

8 ENVIRONMENTAL PERMITS and ENVIRONMENTAL CLEARANCES

8.1 PRELIMINARY PROJECT RESEARCH – N/A

8.2 FIELD WORK – N/A

8.3 AGENCY VERIFICATION OF WETLAND DATA – N/A

8.4 COMPLETE AND SUBMIT ALL REQUIRED PERMIT APPLICATIONS – N/A

8.5 COORDINATE AND REVIEW DREDGE AND FILL SKETCHES – N/A

8.6 PREPARE USCG PERMIT APPLICATION – N/A

8.7 PREPARE WATER MANAGEMENT DISTRICT OR LOCAL WATER

**CONTROL DISTRICT RIGHT OF WAY OCCUPANCY PERMIT APPLICATION
– N/A**

**8.8 PREPARE COASTAL CONSTRUCTION CONTROL LINE (CCCL) PERMIT
APPLICATION – N/A**

8.9 PREPARE TREE PERMIT INFORMATION – N/A

8.10 COMPENSATORY MITIGATION PLAN – N/A

8.11 MITIGATION COORDINATION AND MEETINGS – N/A

8.12 OTHER ENVIRONMENTAL PERMITS – N/A

**8.13 TECHNICAL SUPPORT TO THE CITY AND FDOT FOR
ENVIRONMENTAL CLEARANCES AND REEVALUATIONS (USE WHEN
CONSULTANT PROVIDES TECHNICAL SUPPORT) – N/A**

**8.14 PREPARATION OF ENVIRONMENTAL CLEARANCES AND RE-
EVALUATIONS (USE WHEN CONSULTANT PREPARES ALL
DOCUMENTS ASSOCIATED WITH REEVALUATION)**

The CONSULTANT will prepare a Research Design and Survey Methodology for the project, to be submitted to the DEPARTMENT for approval prior to the initiation of field work. The CONSULTANT shall identify and map out the zones of probability for the Project study area and identify any previously recorded resources. The Area of Potential Effect (APE) will be determined (including pond sites if applicable). The CONSULTANT will summarize each of the cultural resource issues in the Environmental Document. If noninvolvement for a particular issue is indicated, then a statement to that effect will be included. The CONSULTANT will use a professional qualified under the provisions of **36 CFR 61** in compliance with the **National Historic Preservation Act of 1966 (Public Law 89-665**, as amended) and the implementing regulations (**36 CFR 800**), as well as with the provisions contained in **Chapter 267, Florida Statutes**, to perform all work in this task.

The CONSULTANT will assess the direct and indirect effects and will document the severity of the following items in the Environmental Document and Project file:

The CONSULTANT will identify and analyze impacts to archaeological sites and historic resources within the Project's Area of Potential Effects (APE). The APE must include

potential pond sites if applicable. The CONSULTANT will prepare a research design methodology and perform a Cultural Resources Assessment Survey in accordance with Part 2, Chapter 8 of the PD&E Manual. All work will be documented and coordinated with appropriate agencies per Part 2, Chapter 8 of the PD&E Manual, and the DEPARTMENT's Cultural Resource Management Handbook. In addition, attendance at public meetings may be required. The CONSULTANT will review and address any resources issues or comments by the State Historic Preservation Office (SHPO) listed in the Programming Screen Summary Report. The Area of Potential Effect (APE) and project limits are shown in Exhibit E.

The City shall be responsible for the preparation and submittal of a technical memorandum providing the supporting documentation, as well as any independent reports needed, for all items on the Type 1 Categorical Exclusion (CE) Checklist. The City shall not be responsible for filling out the actual form. FDOT will prepare the checklist using the supplied information. All Principal Investigators for the archaeological, historical, and architectural sections of the Type 1 CE shall meet the minimum requirements stated in the Florida Administrative Code (Chapter 1A-46) and the Code of Federal Regulations, 36 C.F.R. 61.

8.14.1 Archaeological Background Research

AECOM's team of qualified archaeologists, all of whom meet the Secretary of Interior's Professional Qualification Standards for archaeological projects, will complete a preliminary desktop analysis of the project area prior to fieldwork. The background research will identify all previously recorded archaeological resources within the APE.

8.14.2 Archaeological Field Work

AECOM will perform archaeological field survey to evaluate field conditions within the APE and identify areas conducive to subsurface testing. Documentation of the corridor will include photographs and field notes. Shovel test pits excavated to Florida DHR standards will be excavated in areas identified during the initial evaluation.

In addition to completing a physical field-survey of the project APE, AECOM will conduct research at local libraries and archival repositories within Kissimmee and Osceola County, as needed. Further desktop archival research will also occur following completion of the field survey.

8.14.3 Archaeological Report Production and State Forms

AECOM will prepare a report of findings detailing the methods employed, sites investigated, NRHP-eligibility recommendations, and other findings of the effort. This will include a draft and final Cultural Resource Assessment (CRAS) report. The deliverables will identify, through fieldwork results, fieldwork descriptions, photographs, and maps, which areas contained archaeological resources and if any are recommended as eligible for NRHP listing.

Florida Master Site File (FMSF) Forms will be prepared for each new archaeological site discovered and any forms will be updated for any existing FMSF sites encountered.

8.14.4 Historic Architecture Desktop Research/Field Survey Preparation

AECOM's team of qualified architectural historians, all of whom meet the Secretary of Interior's Professional Qualification Standards for historic and architectural history projects, will complete a preliminary desktop analysis of the project APE in preparation of physical field survey. This will include the identification of all previously surveyed

resources within the project APE and its vicinity and the preliminary identification of all un-surveyed resources 50-years of age or older within the APE, which may be eligible for the National Register of Historic Places (NRHP). Field preparation will also include examination of existing Florida Master Site Files (FMSF) in addition to the consultation of historic maps to support a more thorough understanding of the project area's development.

8.14.5 Historic Architecture Field Survey and Research

AECOM will perform architectural field survey to identify and survey all resources within the APE that have been previously surveyed and all un-surveyed resources 50-years in order to evaluate their potential NRHP-eligibility. Documentation will include photographs of each research and field-evaluation of each resource's architectural features and overall architectural integrity. Preliminary scoping suggests that survey will include the resurvey of two resource groups: Kissimmee Historic District (OS1724), the Florida Midland Railroad (OC02541); and 164 previously surveyed individual resources, many of which fall within the bounds of the Kissimmee Historic District. AECOM anticipates that survey effort will also include the documentation of approximately 75 previously un-surveyed resources, which boast construction dates of 1975 or earlier.

In addition to completing a physical field-survey of the project APE, AECOM will conduct research at local libraries and archival repositories within Kissimmee and Osceola County, as needed. Further desktop archival research will also occur following completion of the field survey.

8.14.6 Historic Architecture FMSF Survey Forms

AECOM will complete FMSF survey forms for resource surveyed. This effort will include updating existing FMSF forms for previously surveyed resources in addition to recreating new form for those resources that are newly recorded.

8.14.7 Historic Architecture Draft Report

AECOM will prepare a report of findings detailing the methods employed, sites investigated, NRHP-eligibility recommendations, and other findings of the effort. This will include a draft and final Cultural Resource Assessment (CRAS) report. The deliverables will identify, through photographs, maps, narrative histories, and architectural descriptions, which historic architectural resources are recommended as eligible for NRHP listing. The deliverable will also include justified recommended NRHP boundaries, when appropriate. The document will additionally make a preliminary assessment of effects on NRHP-eligible above-ground resources; however, a separate effects document is required to determine the potential adverse nature of these effects.

8.15 CONTAMINATION IMPACT ANALYSIS – N/A

- 8.16 ASBESTOS SURVEY – N/A
- 8.17 TECHNICAL MEETINGS
- 8.18 QUALITY ASSURANCE/QUALITY CONTROL
- 8.19 SUPERVISION
- 8.20 COORDINATION
- 9 STRUCTURES SUMMARY– N/A
- 10 STRUCTURES - BRIDGE DEVELOPMENT REPORT – N/A
- 11 STRUCTURES - TEMPORARY BRIDGE – N/A
- 12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE – N/A
- 13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE – N/A
- 14 STRUCTURES - STRUCTURAL STEEL BRIDGE – N/A
- 15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE – N/A
- 16 STRUCTURES - MOVABLE SPAN – N/A
- 17 STRUCTURES - RETAINING WALLS – N/A
- 18 STRUCTURES – MISCELLANEOUS – N/A
- 19 SIGNING AND PAVEMENT MARKING ANALYSIS (GATEWAY/WAYFINDING SIGNS) – N/A
- 20 SIGNING AND PAVEMENT MARKING PLANS (GATEWAY/WAYFINDING SIGNS) – N/A
- 19A SIGNING AND PAVEMENT MARKING ANALYSIS – N/A
- 20A SIGNING AND PAVEMENT MARKING PLANS – N/A

21 SIGNALIZATION ANALYSIS – N/A

22 SIGNALIZATION PLANS – N/A

23 LIGHTING ANALYSIS – N/A

24 LIGHTING PLANS – N/A

25 LANDSCAPE ANALYSIS – N/A

26 LANDSCAPE PLANS – N/A

27 SURVEY – N/A

28 PHOTOGRAMMETRY – N/A

29 MAPPING – N/A

30 TERRESTRIAL MOBILE LiDAR – N/A

31 ARCHITECTURE DEVELOPMENT – N/A

32 NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE – N/A

33 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS – N/A

34 INTELLIGENT TRANSPORTATION SYSTEMS PLANS – N/A

35 GEOTECHNICAL – N/A

36 3D MODELING – N/A

37 PROJECT REQUIREMENTS

37.1 LIAISON OFFICE

The CITY and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional,

and local agencies, the final direction on all matters of this project remain with the CITY Project Manager.

37.2 KEY PERSONNEL

The CONSULTANT's work shall be performed and directed by the qualified personnel. Any changes in the indicated personnel shall be subject to review and approval by CITY.

37.3 PROGRESS REPORTING

The CONSULTANT shall meet with the CITY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the CITY approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

37.4 CORRESPONDENCE

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the CITY for their records within one (1) week of the receipt or mailing of said correspondence.

37.5 PROFESSIONAL ENDORSEMENT

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, and plans, if applicable, as required by CITY standards.

37.6 COMPUTER AUTOMATION

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The CITY makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual. The CONSULTANT shall submit final documents and files as described therein.

37.7 COORDINATION WITH OTHER CONSULTANTS – N/A

37.8 OPTIONAL SERVICES

At the CITY's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in the Method of Compensation for this contract, for a fair, competitive and reasonable cost, considering the scope and complexity of the work. Additional services may be authorized by Letter of Authorization or Supplemental Agreement.

38 INVOICING LIMITS

Payment for the work accomplished shall be in accordance with the Method of Compensation for this contract. Invoices shall be submitted to the CITY, in a format prescribed by the CITY. The CITY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the CITY.

EXHIBIT “B”
COMPENSATION

LEGEND

	ARCHITECTURAL
	ARCHAEOLOGICAL
	GENERAL TASKS

Consultant Name: AECOM
Consultant No.: TBD
Date: 6/14/202

	SALARY RELATED COSTS:		\$64,938.86
(OVERHEAD)			\$7,886.40
OPERATING MARGIN		13% 70%	\$19,809.13
FCCM (Facilities Capital Cost Money)		34.60%	\$9.00
EXPENSES :		8.00%	\$4,428.15
Survey F.W.B. (if Any Please)	0	A person over days @	\$1.00
BURITOTAL ESTIMATED FEE		\$ / day	\$150,183.00
Subconsultant			\$0.00
Subcontractor			\$0.00
Submaterial			\$0.00
Subequipment			\$0.00
Subtransportation			\$0.00
Subcommunication			\$0.00
Subutilities			\$0.00
Subother services			\$0.00
Sublaboratory			\$0.00
Submiscellaneous			\$0.00
Subspecialty consulting			\$0.00
Subtotal			\$0.00
BURITOTAL ESTIMATED FEE			\$150,183.00
Gross Estimated Field and Lab Testing (included in Terracon's fee above)			\$0.00
BURITOTAL ESTIMATED FEE			\$150,183.00
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE			\$150,183.00

Survey Field Days by Subconsultant
4 - Person Crew.

Project Activity 3: General Tasks

Estimator:

Connect Kissimmee Complete Streets - Church Street Improvements

437472-2-38-01

LEGEND GENERAL TASKS

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	0	0	0	
3.1.2	Notifications	LS	0	0	0	
3.1.3	Prepare Mailing Lists	LS	0	0	0	
3.1.4	Median Modification Letters	LS	0	0	0	
3.1.5	Driveway Modification Letters	LS	0	0	0	
3.1.6	Newsletters	LS	0	0	0	
3.1.7	Renderings and Fly Throughs	LS	0	0	0	
3.1.8	PowerPoint Presentation	LS	0	0	0	
3.1.9	Public Meeting Preparations	LS	0	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	0	0	0	
3.1.11	Other Agency Meetings	LS	0	0	0	
3.1.12	Web Site	LS	0	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	0	0	0	
3.4	Contract Maintenance and Project Documentation	LS	1	24	24	Contract maintenance (4 hrs/month x 6 months)
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	4	4	See listing below
3.7	Plans Update	LS	0	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	0	0	0	
3.9	Digital Delivery	LS	0	0	0	
3.10	Risk Assessment Workshop	LS	0	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	0	0	0	
3.11.1	Aeronautical Evaluation	LS	0	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	0	0	0	
3.13	Other Project General Tasks	LS	0	0	0	
3. Project Common and Project General Tasks Total					28	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	2	2	4	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	
Phase Reviews	EA	0	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Field Reviews	EA	0	0	0	
Total Project Manager Meetings			2		4	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.

Project Activity 8: Environmental Permits

Estimator:

LEGEND

	ARCHITECTURAL
	ARCHAEOLOGICAL

Connect Kissimmee Complete Streets - Church Street Improvements
437472-2-38-01

Representing	Print Name	Signature / Date
FDOT District		
AECOM		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits, Compliances and Clearances					
8.1	Preliminary Project Research	LS	0	0	0	
	Permits					
8.2	Field Work					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	0	0	0	
8.2.3	Species Surveys	LS	0	0	0	
8.3	Agency Verification of Wetland Data	LS	0	0	0	
8.4	Complete And Submit All Required Permit Applications					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	0	0	0	
8.4.2	Complete and Submit All Required Species Permit Applications	LS	0	0	0	
8.5	Coordinate and Review Dredge and Fill Sketches	LS	0	0	0	
8.6	Prepare USCG Permit Application	LS	0	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	0	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	0	0	0	
8.9	Prepare Tree Permit Information	LS	0	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.10	Compensatory Mitigation Plan	LS	0	0	0	
8.11	Mitigation Coordination and Meetings	LS	0	0	0	
8.12	Other Environmental Permits	LS	0	0	0	
	Environmental Clearances/Reevaluations					
8.13	Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)					
8.13.1	NEPA or SEIR Reevaluation	LS	0	0	0	
8.13.2	Archaeological and Historical Features	LS	0	0	0	
8.13.3	Wetland Impact Analysis	LS	0	0	0	
8.13.4	Essential Fish Habitat Impact Analysis	LS	0	0	0	
8.13.5	Protected Species and Habitat Impact Analysis	LS	0	0	0	
8.14	Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)					
8.14.1	Archaeological Background Research	LS	1	24	24	Preliminary desktop analysis of the project area prior to fieldwork
8.14.2	Archaeological Fieldwork	LS	1	24	24	Archaeological field survey to evaluate field conditions within the APE and identify areas conducive to subsurface testing
8.14.3	Archaeological Report Production and State Forms	LS	1	76	76	Prepare a report of findings detailing the methods employed, sites investigated, NRHP-eligibility recommendations, and other findings of the effort.
8.14.4	Historic Architecture Desktop Research / Field Survey Preparation	LS	1	80	80	Preliminary desktop analysis of the project APE in preparation of physical field survey.
8.14.5	Historic Architecture Field Survey and Research	LS	1	74	74	Includes 4 survey days and 2 travel days; assumes re-eval of 180 previously surveyed individual resources; many of which fall in Kissimmee HD; 20 newly surveyed resources.
8.14.6	Historic Architecture FMSF Survey forms	LS	1	92	92	Assumes updating 180 forms, creation of no more than 50 new forms
8.14.7	Historic Architecture Draft Report	LS	1	698	698	Includes eligibility and effects discussions (assumption: 180 existing resources @ ~0.25 day/resource avg.; no more than 50 new resources at 1 day/resource; i) plus days additional research/front matter drafting (includes drafting, editing, deliverables, etc.)
8.15	Contamination Impact Analysis	LS	0	0	0	
8.16	Asbestos Survey	LS	0	0	0	
Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal					1068	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.17	Technical Meetings	LS	1	4	4	Meetings are listed below
8.18	Quality Assurance/Quality Control	LS	%	5%	53	
8.19	Supervision	LS	%	3%	32	
Environmental Permits, Compliance and Clearances Nontechnical Subtotal					89	
8.20	Coordination	LS	%	3%	35	
8. Environmental Permits, Compliance and Clearances Total					1192	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
WMD	EA	0	0	0			0
NMFS	EA	0	0	0			0
USACE	EA	0	0	0			0
USCG	EA	0	0	0			0
USFWS	EA	0	0	0			0
FFWCC	EA	0	0	0			0
FDOT	EA	0	0	0			0
Other Meetings	EA	2	2	4	1 meeting	yes	0
Subtotal Technical Meetings				4	Subtotal Project Manager Meetings		0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				4	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 8.18

Carries to Tab 3

**EXHIBIT “C”
CONSULTANT'S
QUALIFICATION
PROPOSAL**

NO CHANGE

**EXHIBIT “D”
WORK
PHASE
SUMMARY**

NO CHANGE

**EXHIBIT “E”
AREA OF POTENTIAL EFFECT (APE)
AND PROJECT LIMITS**

NEW EXHIBIT

LEGEND



PROJECT LIMITS



ARCHITECTURAL HISTORY AREA OF POTENTIAL EFFECT (APE)



ARCHAEOLOGICAL AREA OF POTENTIAL EFFECT (APE)

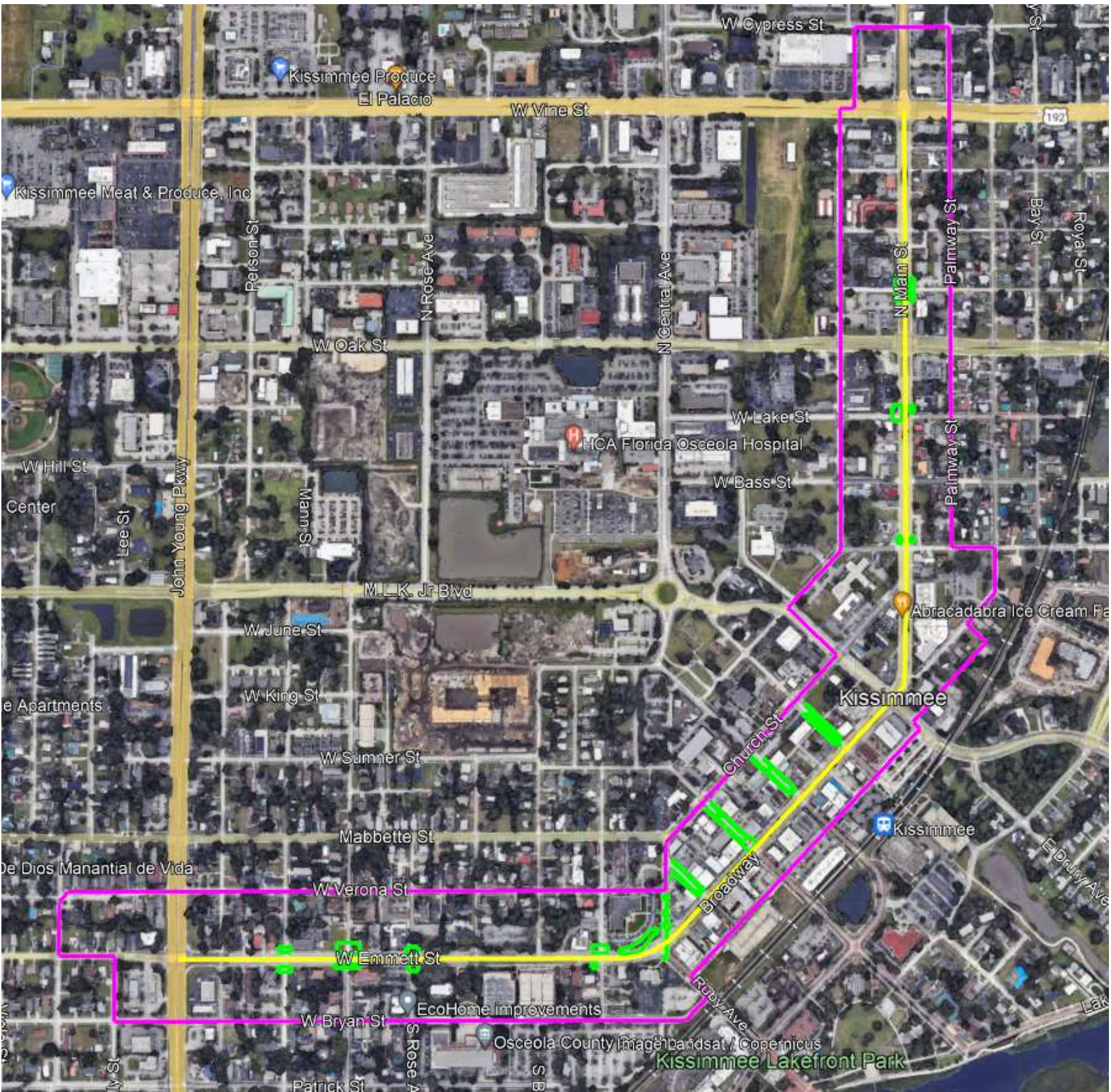


EXHIBIT E

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

525-010-32
PROGRAM MANAGEMENT
03/22

Page 1 of 5

SUPPLEMENTAL NO.

3

FEDERAL ID NO. (FAIN)

D521 065 B

CONTRACT NO.

G2473

FEDERAL AWARD DATE

12/21/2021; 02/25/2022; 10/19/2023;
09/12/2024

FPN

437472-2-38-01

RECIPIENT UNIQUE ENTITY ID SAM NO.

DPHBBJP7RHY3

Recipient, (the City of Kissimmee), and the Florida Department of Transportation _____, desires to supplement the original Agreement entered into and executed on January 10, 2022 and amended on May 20, 2022 and November 15, 2023 _____ as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Connect Kissimmee Complete Streets Length ~1.452 miles

Termini John Young Parkway (US 17/92) to Vine Street (US 192)

Description of Work:

This project consists of the design of safety improvements and to provide efficient operations for all modes of transportation within the downtown Kissimmee area. Project limits are along Emmett Street, Broadway and Main Street from John Young Parkway (US 17/92) to Vine Street (US 192). Total project length is approximately 1.452 miles. Project scope is based on alternative number 1 from the corridor study that was previously performed.

Design includes reconfiguration of existing typical section to accommodate bike lanes along Emmett Street, while Broadway will include sharrows, and Main Street travel lanes widths will be reduced to increase existing bike lane widths. Bike lanes are to be included in the design along Emmett Street and Main Street. Electric vehicle charging stations shall be included anywhere along the corridor where feasible. The addition of a north westbound left turn lane at Broadway and Neptune Road is also to be included in the design. All three roadways include milling and resurfacing, signage and striping, drainage improvements, sidewalk improvements, and landscaping of some medians. On-street parking along Broadway is to remain. Access management is to remain unchanged. Tabled intersections (with contrasting pavement type) are proposed at the following intersections:

- Emmett Street and Dillingham Avenue
- Emmett Street and Clyde Avenue
- Emmett Street and Rose Avenue
- Emmett Street and Orlando Avenue
- Broadway and Darlington Avenue
- Broadway and Monument Avenue
- Broadway and Dakin Avenue
- Broadway and Sproule Avenue
- Main Street and Park Street
- Main Street and Lake Street

LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT

•Main Street and Magnolia Street

A roundabout shall be designed at Emmett Street and Stewart Avenue/Ruby Avenue. The roundabout will impact the parking lot of the City's Police Station and will require reconfiguration of the parking lot and circulation route. Replacement of mast arms at the intersection of Neptune Road and Broadway is anticipated. Signal retiming for all traffic signals within the project limits is to be included. Design will include pedestrian signal and detectors at some intersections. When applicable, rapid flashing beacons shall be installed at intersections throughout the corridor to increase pedestrian safety. Crosswalks are anticipated at intersections along the corridor. Additional lighting is proposed along the project limits.

Side street improvements are proposed for the following locations:

- West Sproule Avenue from Broadway to Church Street
- Dakin Avenue from Broadway to Church Street
- Monument Avenue from Broadway to Church Street
- Stewart Avenue from Broadway to Mabbette Street/Church Street
- West Darlington Avenue from Broadway to Stewart Avenue
- East Darlington Avenue from Broadway to Pleasant Street

Design improvements include milling and resurfacing side streets to reduce lane widths. The side streets have existing on-street parking areas that are to be reconstructed with roadway pavers and 8-inch ribbon curb to designate parking locations. Driveways, sidewalk, and curb ramps along the side streets are to be reconstructed. Bulb outs are anticipated in some locations where feasible. Signage and striping to be included in the design as well.

One full span overhead gateway located at the intersection of Emmett Street and John Young Parkway shall be designed to match the intersection of Main Street and US 192. A vertical gateway with black ironwork and mirroring the current signage located in Downtown Kissimmee shall be designed to distinguish the Historic Downtown area.

The City shall be responsible for the preparation and submittal of a technical memorandum providing the supporting documentation, as well as any independent reports needed, for all items on the Type 1 Categorical Exclusion (CE) checklist. The City shall not be responsible for filling out the checklist. FDOT will prepare the checklist using the supplied information. All Principal Investigators for the archaeological, historical, and architectural sections of the Type 1 CE checklist shall meet the minimum requirements stated in the Florida Administrative Code (Chapter 1A-46) and the Code of Federal Regulations, 36 C.F.R. 61.

All pedestrian improvements are to meet ADA criteria. The design services shall include survey, subsurface utility exploration, and geotechnical work. Utility and transit coordination will be required. Coordination for permitting with the Water Management District and Army Corps of Engineers will be anticipated. Right-of-way acquisition is anticipated and will require surveying and mapping efforts during design.

The following items are not eligible for federal reimbursement:

- Electric vehicles charging stations
 - Vertical gateway feature
 - Proposed improvements on the side streets that are not on the federal aid system (West Sproule Avenue, Dakin Avenue, West Darlington Avenue, and East Darlington Avenue)
- These items will have to be locally funded and shall be broken out accordingly.

Reason for Supplement and supporting engineering and/or cost analysis:

1. Pursuant to Paragraph 4.0 Project Cost of the Local Agency Program Agreement, the Recipient and the Department acknowledge and agree that the Schedule of Funding for Design that includes the authorized and encumbered Federal funding and the Local funding contribution on the project shall be increased to an amount equal to the Recipient's amended consultant contract award amount of \$2,227,381. This results in an increase of total design funding by \$150,184.00. The federal funding is to be increased by \$150,184.00, which is the difference between previous federal funding of \$1,812,769.00 and the current federal funding of \$1,962,953.00. There are no changes to the current Local Funding Amount of \$264,428.00.

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

Page 3 of 5

2. Revisions to the federal and local funding amounts attributed to the amounts referenced above are reflected in the Adjusted Exhibit "B" Schedule of Financial Assistance, and in Exhibit "E", Federal Financial Assistance (Single Audit Act), attached hereto and incorporated herein.
3. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit "D".
4. Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated herein.

The remainder of this page intentionally left blank.

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT

ADJUSTED EXHIBIT “B” SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Kissimmee
101 Church Street, Suite 301
Kissimmee, Florida 34741-5054

FINANCIAL PROJECT NUMBER: 437472-2-38-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design FY: 2021-2022 (LAP) FY: 2023-2024 (LAP) FY: 2024-2025 (LAP) Total Design Cost	<u>\$1,860,211.00</u> <u>\$216,986.00</u> <u>\$0.00</u> \$2,077,197.00	<u>\$0.00</u> <u>\$0.00</u> <u>\$150,184.00</u> \$150,184.00	<u>\$1,860,211.00</u> <u>\$216,986.00</u> <u>\$150,184.00</u> \$2,227,381.00	<u>\$223,697.00</u> <u>\$40,731.00</u> <u>\$0.00</u> \$264,428.00	<u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u> \$ 0.00	<u>\$1,636,514.00</u> <u>\$176,255.00</u> <u>\$150,184.00</u> \$1,962,953.00
Right-of-Way FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Right-of-Way Cost	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00
Construction FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Construction Cost	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00
Construction Engineering and Inspection (CEI) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total CEI Cost	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00
(Insert Phase) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Phase Costs	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00	<u> </u> <u> </u> <u> </u> \$ 0.00
TOTAL COST OF THE PROJECT	\$2,077,197.00	\$150,184.00	\$2,227,381.00	\$264,428.00	\$ 0.00	\$1,962,953.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis
District Grant Manager Name

DocuSigned by:
Precious L. Lewis
Signature
09/18/2024 | 12:05 PM EDT
Date

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT CITY OF KISSIMMEE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: See Attached Signature Page
Name:
Title:

DocuSigned by:
By: Adkins, Jack
Name: C. Jack Adkins
Title: Director of Transportation Development
Date: 09/18/2024 | 4:55 PM EDT

Legal Review:

DocuSigned by:
Daniel McDermott
585E81E26BBA45C...

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

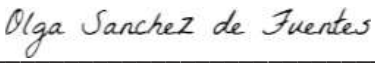
RECIPIENT CITY OF KISSIMMEE

By: 

Name: Mike Steigerwald

Title: City Manager
September 10, 2024

Legal Review:



City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 27-2021

A RESOLUTION PROVIDING FOR THE CITY COMMISSION TO AUTHORIZE THE MAYOR IS HEREBY AUTHORIZED TO MAKE, EXECUTE, AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT WITH FDOT FOR THE DESIGN OF THE CONNECT KISSIMMEE COMPLETE STREETS PROJECT (FPN: 437472-2-38-01)

WHEREAS, The State of Florida Department of Transportation and the City of Kissimmee desire to facilitate the Connect Kissimmee Complete Streets project - City of Kissimmee.

WHEREAS, the State of Florida Department of Transportation has requested the City of Kissimmee to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 437472-2-38-01.

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

Section 1. The foregoing recitals are true, correct legislative findings incorporated by this reference.

Section 2. The City Commission does hereby authorize the Mayor to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 437472-2-38-01.

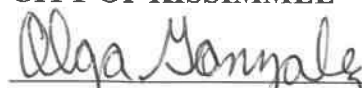
Section 3. The City Commission further authorizes the City Manager to execute any subsequent documentation and amendments to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 437472-2-38-01, that may be required in furtherance and for completion of the construction project.

DONE AND RESOLVED this 19th day of October 2021.

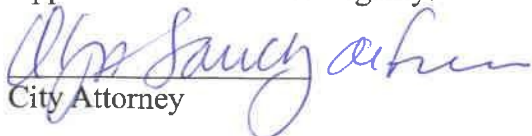
ATTEST:


City Clerk

CITY OF KISSIMMEE


Olga Gonzalez, Mayor - Commissioner

Approved as to Form & Legality:


City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
 Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Award Amount: \$1,962,953.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).
2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.
3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.
4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.
5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).
6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

To: Sarah.McNamara@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2473

9/17/2024

CONTRACT INFORMATION

Contract:	G2473
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF KISSIMMEE
Vendor ID:	F596000348006
Beginning Date of This Agreement:	01/10/2022
Ending Date of This Agreement:	07/31/2029
Contract Total/Budgetary Ceiling:	ct = \$1,962,953.00
Description:	Connect Kissimmee Complete Streets

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 9/17/2024

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55053010541
Expansion Option:	AY
Object Code:	780000
Amount:	\$150,184.00
Financial Project:	43747223801
Work Activity (FCT):	215
CFDA:	20.205
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088849/25
Amendment ID:	S003
Sequence:	00
User Assigned ID:	3
Enc Line (6s)/Status:	0004/04

Total Amount: \$150,184.00

Certificate Of Completion

Envelope Id: CD4011D6D43A45009C6478C33C04B112

Status: Completed

Subject: Complete with Docusign: 437472-2-38-01 (G2473) SA #3.pdf

Contract Number (ex. C9A12, optional): G2473

Document Contains Confidential Information?: No

Fin Proj Num (ex.123456-1-32-01, Optional): 437472-2-38-01

Office (contact Procurement if add is needed):

Local Programs

HR Action?: No

Source Envelope:

Document Pages: 11

Signatures: 3

Envelope Originator:

Certificate Pages: 2

Initials: 0

Sarah McNamara

AutoNav: Enabled

605 Suwannee Street

Envelopeld Stamping: Enabled

MS 20

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Tallahassee, FL 32399-0450

Sarah.McNamara@dot.state.fl.us

IP Address: 156.75.252.6

Record Tracking

Status: Original

Holder: Sarah McNamara

Location: DocuSign

9/17/2024 11:27:25 AM

Sarah.McNamara@dot.state.fl.us

Signer Events

Precious L. Lewis

Precious.Lewis@dot.state.fl.us

District Local Program Administrator

Florida Department of Transportation

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

Precious L. Lewis

738E143F5C974E3...

Signature Adoption: Pre-selected Style

Using IP Address: 156.75.252.6

Timestamp

Sent: 9/17/2024 11:30:29 AM

Viewed: 9/18/2024 12:02:44 PM

Signed: 9/18/2024 12:05:14 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Daniel McDermott

Daniel.McDermott@dot.state.fl.us

District Chief Counsel

FL DOT

Signing Group: D5 General Law Legal Group

Security Level: Email, Account Authentication
(None), Login with SSO

DocuSigned by:

Daniel McDermott

585E81E26BBA45C...

Signature Adoption: Pre-selected Style

Using IP Address: 156.75.252.6

Sent: 9/18/2024 12:05:16 PM

Viewed: 9/18/2024 3:11:27 PM

Signed: 9/18/2024 3:18:31 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Adkins, Jack

jack.adkins@dot.state.fl.us

Director of Transportation Development

FDOT

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Adkins, Jack

1752524FC337485...

Signature Adoption: Pre-selected Style

Using IP Address: 156.75.252.6

Sent: 9/18/2024 3:18:32 PM

Viewed: 9/18/2024 4:55:47 PM

Signed: 9/18/2024 4:55:57 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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
Kim Kipp kim.kipp@dot.state.fl.us Paralegal Specialist Florida Department of Transportation Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/18/2024 12:05:17 PM
Linda Lee linda.lee@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None), Login with SSO Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/18/2024 12:05:18 PM Viewed: 9/18/2024 3:09:55 PM
Precious L. Lewis Precious.Lewis@dot.state.fl.us Kristen Webb Kristen.Webb@dot.state.fl.us Sarah McNamara Sarah.McNamara@dot.state.fl.us Signing Group: D5 Local Programs Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/18/2024 4:55:58 PM Resent: 9/18/2024 4:56:03 PM Viewed: 9/19/2024 8:04:48 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/17/2024 11:30:29 AM
Certified Delivered	Security Checked	9/18/2024 4:55:47 PM
Signing Complete	Security Checked	9/18/2024 4:55:57 PM
Completed	Security Checked	9/18/2024 4:55:59 PM
Payment Events	Status	Timestamps

ITEM 7.D

Consent to Sub-Lease between Signature Aviation and Go Rentals

Request

Approval of Consent to Sub-Lease between Signature Aviation and Go Rentals Contract # 20240466.

Explanation

Signature Aviation has a Fixed Base Operators rental lease agreement with Kissimmee Gateway Airport and the City of Kissimmee. Signature Aviation operates a full-service fixed base operator (FBO). With city approval, Signature Aviation has the ability to sublease space to other aeronautical and guest transportation service providers, enhancing aviation services for the public.

Go Rentals is a car rental company and will offer transportation services for airport guests flying into Kissimmee Gateway Airport.

Per the tenant lease with Signature Aviation, the airport collects (5%) of the gross car rental revenue from Signature Aviation the Go Rental pays directly to the airport.

Recommendation

Approval of Consent to Sub-Lease between Signature Aviation and Go Rentals.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) Agreement for Sublease Signature Aviation + Go Rentals
2. Space Use-Sublease Signature Aviation + Go Rentals
3. FBO Lease Agreement Signature Flight Services- 9-26-2000

AGREEMENT FOR CONSENT TO SUBLEASE

THIS AGREEMENT, dated as of this _____ day of _____, _____, by and between the **City of Kissimmee**, a municipal company, hereinafter called "City", Signature Aviation hereinafter referred to as "Lessee," and Go Rentals hereinafter referred to as "Sublessee".

WITNESSETH:

WHEREAS, Lessee and Sublessee have entered into a sublease agreement, subject to City's approval, under which Sublessee would occupy certain space currently under lease from City to Lessee; and

WHEREAS, pursuant to applicable provisions of that certain Lease Agreement dated September 26, 2000, between the City and Lessee, hereinafter referred to as "Primary Lease", City is willing to grant approval of the proposed sublease, provided that Sublessees' use and occupancy of such space shall be subject to all of the terms, conditions, and limitations of Lessee's Agreement with City and to the terms and conditions hereinafter stated;

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt of which each of the parties hereto hereby acknowledges, City hereby grants its approval Lessee to enter into that certain sublease agreement by and between it and Sublessee, a copy of which is attached hereto as Exhibit "A", hereinafter referred to as "sublease", conditioned upon the acceptance by Lessee and Sublessee (as evidenced by their execution hereof) of the following terms and conditions:

1. That Lessee does hereby agree that, notwithstanding this approval of the Sublease, Lessee shall remain fully liable to City for all of its obligations under the Primary Lease (an any and all addenda and amendments thereto) with respect to the space being subleased to Sublessee under the Sublease, such space being hereinafter referred to as the "Subleased Space".
2. That Sublessee shall be bound by and that its use and occupancy shall be subject to all applicable terms and conditions of the Primary Lease, as the same may be amended from time to time, and that the terms, conditions and limitations contained in said Primary Lease shall supersede any and all provisions of the Sublease between Lessee and Sublessee which are now or may hereafter be in conflict therewith. Sublessee acknowledges that it has received a copy of the Primary Lease, and that it has reviewed the same prior to its execution hereof.

3. That Sublessee's use and occupancy of the Subleased Space shall at all times be subject also to all of the terms, conditions and limitations of Lessee's Agreement with City. The Sublessee shall comply with all the laws, rules, regulations, of any Federal, State, County, and local jurisdiction.
4. That any violation by Sublessee of the terms and provisions of this Agreement, of the Primary Lease between City and Lessee or of Sublessee's Agreement with Lessee shall constitute a default by Sublessee under this Agreement in which event City may terminate forthwith both this Agreement and the Sublease approved hereunder, with or without the consent of Lessee, by giving written notice thereof to the Sublessee and Lessee. A default of the Primary Lease by the Lessee shall likewise constitute a default of the Sublease Agreement. Except as otherwise expressly provided herein, Sublessee hereby waives any notice of default from Lessee or City as a prerequisite to surrender of possession of the subleased Space, including, without limitation, the three-day notice provided for under Section 83.20 Florida Statutes. Upon a default the sublessee shall become a tenant of sufferance.
5. That Lessee and Sublessee agree that, notwithstanding any provisions to the contrary contained in the sublease, the term of the Sublease shall automatically terminate upon the earlier of (i) the expiration of prior termination or the Primary Lease (including any extensions thereof), or (ii) the termination of this Agreement. Sublessee shall have no right to pledge or assign its interest in or to further sublet any portion of the subleased premises without prior written consent from the City.
6. Waiver of Jury Trial: Attorney's Fees. It is mutually agreed by and between Transferee and Transferor 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

CITY OF KISSIMMEE

Mayor-Commissioner

ATTEST:

City Clerk

Edwin Cabreant
LESSEE Signature

EDWIN CABREANT
Printed Name

Area GM
Title

Corporate Seal

Erika Garcia
Notary Seal (unincorporated only)



Approved as to Form and Legality
This ____ day of _____, 20____

By: _____
City Attorney

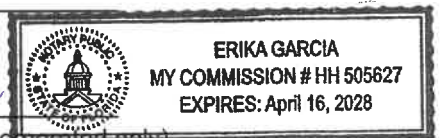
Lindsey Nicola
SUBLESSEE Signature

Lindsey Nicola
Printed Name

Area manager
Title

Corporate Seal

Erika Garcia
Notary Seal (unincorporated only)



OFFICE-SHOP SPACE PERMIT

"Effective Date": 7/1/2024

"Signature": Signature Flight Support LLC, dba Signature Aviation, a Delaware limited liability company

"Permittee": Gitihin and Associates, LLC, a Delaware limited liability company dba Go Rentals

"Airport": IND

"Master Lease": Signature and City of Kissimmee ("Authority") entered into a lease ("Master Lease") for certain land (the "Base") at the Kissimmee Gateay Airport in Kissimmee, FL ("Airport"), all as more particularly described in the Master Lease, as amended from time to time.

"Base Rent": The monthly Base Rent shall be:

Building Name	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Base Rent
Executive Terminal	Office	50	NA	\$0.00
Total Base Rent				\$0.00
Additional Monthly "				\$0.00
Additional Monthly "CAM Charge" ¹				
TOTAL MONTHLY RENT²				\$0.00

¹ Charge is based on Permittee's proportionate share of actual reimbursable expenses from immediately preceding year and is subject to annual adjustment.

² Subject to Supplemental Rent that may be due pursuant to Section 4.

"Space": Permittee shall, during the Term hereof, have access to and use of certain portions of the Base (collectively listed above), as follows, collectively:

1. "Office Space" (listed above) means the exclusive use of the area listed above for the sole purpose of general office purposes related to the operation of Permittee's aviation business.
2. "Shop Space" (listed above) means the exclusive use of the area listed above for the sole purpose of storing personal property and equipment related to the operation of Permittee's aviation business.

"Term": This Space Permit ("Permit") shall be for an initial term, commencing upon the earlier of the Effective Date ("Effective Date") or the date on which Permittee actually took occupancy of the Space and expiring 6/30/2027 ("Term").

"Security Deposit": \$ 0

DS
[Signature]
[Signature]

Addresses for Notices:

If to Signature:

Signature Flight Support LLC
Attention: General Counsel
13485 Veterans Way, Suite 600
Orlando, Florida 32827
legalnotices@signatureaviation.com

With a copy to:

Signature Flight Support LLC
Attention: Manager, Contracts
13485 Veterans Way, Suite 600
Orlando, Florida 32827
legalnotices@signatureaviation.com

And

Signature Flight Support LLC
Attention: General Manager
201 Dyer Blvd
Kissimmee, FL 34741
Facsimile: 407-846-0382 Email: ism@signatureaviation.com

If to Permittee:

Go Rentals
3950 Merlin Drive
Kissimmee, FL 34741
Email: lindseyn@gorentals.com

The "Permit" consists collectively of these Basic Provisions and the following attachments (i)
General Terms & Conditions.

IN WITNESS WHEREOF, the authorized representatives of Signature and Permittee have
executed this Permit as of the later of the dates set forth below.

Signature

By: Eddie Cabrera

Printed Name: EDDIE CABRERA

Title: Area General Manager MCO/ISM

Date: 08/22/24

Witness: Clyde Griffin

Printed Name: Clyde Griffin

Permittee Signed by:

By: Trissy Pickett

Printed Name: Trissy Pickett

Title: The Vice President of Aviation Development

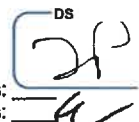
Date: 8/22/2024

Witness: Lindsey Nicola

Printed Name: Lindsey Nicola

OFFICE-SHOP SPACE PERMIT GENERAL TERMS AND CONDITIONS

1. **Basic Provisions.** The Basic Provisions preceding these General Terms and Conditions are incorporated herein and binding upon Signature and Permittee. For purposes of this Permit, Signature and Permittee may from time to time be referred to individually as a "Party" and collectively as the "Parties."
2. **Term.** This Permit shall be for Term as defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall reimburse Signature for, and indemnify Signature against, all damages, costs, liabilities and expenses, including attorneys' fees, which Signature shall incur on account of Permittee's delay in so vacating the Space. If Permittee does not vacate the Space upon the expiration or earlier termination of this Permit, the Base Rent shall be increased to 200% of the Base Rent then in effect and Permittee's obligation to pay Aggregate Rent shall continue, but nothing herein shall limit any of Signature's rights or Permittee's obligations arising from Permittee's failure to vacate the Space, including, without limitation, Signature's right to repossess the Space and remove all persons and property therefrom at any time after the expiration or earlier termination of this Permit and Permittee's obligations and covenants arising pursuant to this permit, including but not limited to its waivers, and obligations to reimburse and indemnify Signature as provided in the preceding sentence or as otherwise set forth in this Permit.
3. **Aircraft.** The Hanger Space and/or Ramp Space, as applicable, shall be used and occupied by Permittee for the storage of only the Aircraft.
4. **Rent.**
 - a. **Base Rent.** Permittee agrees to pay Base Rent to Signature (a prorated amount if the Term commences on a day other than the first day of the month), and, on the first day of each month thereafter Aggregate Rent (as defined below). Base Rent is payable in advance without notice, setoff, demand or deduction, except as provided in this Permit.
 - b. **Annual Base Rent Adjustment.** If the Term is longer than twelve (12) months, on the first anniversary of the Effective Date and continuing each anniversary thereafter (each an "Adjustment Date"), the then-current Base Rent shall be increased by the greater of the following: (i) three and one-half percent (3.5%) or (ii) the "CPI Adjustment". For purposes of this Permit, the "CPI" shall be the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for CPI U (All Urban Consumers), for All Urban Consumers, All Items (1982-1984 = 100). The "CPI Adjustment" shall be an amount equal to the Current Index Number minus the Base Index Number, divided by the Base Index Number. The "Current Index Number" shall be the CPI for the month three (3) months prior to the Adjustment Date. The "Base Index Number" shall be the CPI for the month twelve (12) months prior to the Current Index Number. In the event the compilation and/or publication of the CPI shall be discontinued or materially altered, Signature shall choose a reasonable replacement index. Failure to notify Permittee of such an adjustment shall not waive Signature's right to impose such an adjustment in accordance with the foregoing effective as of the applicable Adjustment Date. Notwithstanding the foregoing, nothing in this Paragraph 4(b) grants an option to renew or extend the Term.
 - c. **Supplemental and Aggregate Rent.** In addition to the Base Rent, Permittee shall pay to Signature, on a monthly basis, except for real estate taxes which shall be paid on an annual basis, along with such Base Rent, any and all additional sums other than Base Rent due and owing to Signature as a result of Permittee's tenancy, including but not limited to the Facility Charge, CAM Charge, and those amounts referenced in Section 4(d) below ("Supplemental Rent"). Base Rent and Supplemental Rent are hereinafter referred to collectively as "Aggregate Rent".
 - d. **Airport Concession Fees and Charges; and Taxes.** Permittee agrees to pay Airport concession fees and charges, including but not limited to Permittee's proportionate share of any amounts due from Signature to the Airport arising from any minimum annual guarantee, and/or taxes, which shall be assessed at the rate applicable at the time of each monthly Base Rent payment and subject to change at the Airport's (or Authority's) discretion, as well as all applicable and then-prevailing state and federal taxes relating to Permittee's use and/or the terms and conditions of this Permit, including but not limited to ad valorem and real estate taxes.
 - e. **Common Area Maintenance. (CAM) Charge:** Permittee shall pay to Signature monthly, as Supplemental Rent, the Permittee's proportionate share of expenses of every kind paid or incurred by Signature for the operation, upkeep, maintenance, repair or renewal of the Space and Common Use Areas. The CAM Charge shall include, but is not limited to, maintenance and landscaping, fire suppression system maintenance and certification, security and access controls/phones, utilities, and property insurance. Notwithstanding the foregoing, the CAM Charge shall exclude the following: (1) Master Lease rent; (2) capital improvements; (3) mortgage payments; (4) depreciation; (5) leasing commissions, attorneys' fees, space planning costs; (6) any amounts paid to affiliates of Signature to the extent such amounts exceed amounts that would have reasonably been paid to unrelated third parties for similar services; (7) advertising and promotional expenditures; and (8) penalties, fees or interest incurred as a result of Signature's failure to make a payment when due. The CAM Charge shall be adjusted annually.
 - f. **Late Fee.** Any payment not delivered within seven (7) calendar days following the date due shall be subject to a late fee equal to the greater of: (i) \$100; or (ii) ten percent (10%) of the amount due, but in no event higher than the maximum rate allowable by law. Any late fee so imposed shall be deemed Supplemental Rent.
 - g. **Application of Payments.** Unless prohibited by applicable law, Signature shall have the right to apply payments received from Permittee pursuant to this Permit, regardless of Permittee's designation of such payments, to satisfy any obligations of Permittee hereunder or under any agreement between Signature or its affiliates and Permittee or its affiliates, in such order and amounts as Signature, in its sole discretion, may elect.
5. **Security Deposit.** Permittee shall deposit the sum of two (2) months' estimated Base Rent ("Security") with Signature as security for the faithful performance by Permittee of its obligations under this Permit. Signature may apply any portion of the Security against any indebtedness which is not paid when due. If Signature pays Permittee's indebtedness from such Security or if Permittee's Base Rent increases, Permittee shall deposit an amount to replenish the Security to the sum of two (2) months' estimated Base Rent within ten (10) business days of Signature's written demand. Payment of any indebtedness from such Security does not waive Signature's right to any other remedy provided by this Permit or by law. Signature shall return any unused portion of the Security, without interest, upon Permittee's performance in full of its obligations under this Permit at the end of the Term.
6. **Authority.** Permittee represents that it is fully authorized to enter into this Permit and to bind the Permittee to the terms and conditions set forth in this Permit.
7. **Storage.** Permittee shall prohibit the storage, maintenance (including washing), or operation of any aircraft, motor vehicle, recreational vehicle, or boat in the Space.
8. **Common Areas.** Permittee is authorized to use designated common use areas of the Base, including, but not limited to, restrooms, entry ways, hallways and vending areas, as specified by Signature's local general manager, subject to reasonable rules and regulations imposed by Signature.
9. **Security of Personal Property.** Permittee is at all times responsible for securing its property. Signature shall not accept keys to automobiles or other vehicles. Signature shall not be responsible for the storage or security of Permittee's personal property, including but not limited to deliveries made to Permittee.
10. **Utilities.** Signature agrees to pay all reasonable and customary utility charges for the Space. For purposes of this Permit, "Utilities" shall mean heating, cooling, electricity and water. If Permittee requires utilities other than those or in quantities greater than those available at the Effective Date, Permittee is solely responsible to arrange for them, coordinate their installation with Signature's requirements, and pay for such costs, including any impact fees.
11. **Master Lease: Alteration of Prevailing Land Rents by Authority.** The Master Lease and all amendments thereto, prior to and subsequent to the Effective Date, are incorporated herein and are available for Permittee's inspection and review. The terms and conditions of this Permit shall be subject and subordinate in all respects to the Master Lease, as amended from time to time, and any provision of such Master Lease required to be addressed herein shall be deemed incorporated herein. Signature reserves the right to increase Permittee's then-prevailing monthly Base Rent and/or Supplemental Rent by a corresponding amount of any increase imposed upon Signature including but not limited to any increase imposed by the Authority or any other authority having jurisdiction over the Airport and Signature's leasehold interest by changes in rules, regulations, ordinances, orders, decrees, or any law resulting in an increase in the prevailing land rents or concession fees, etc. applicable to Signature, and/or alteration or adjustment of rents pursuant to the Master Lease. Signature shall provide Permittee a minimum of ten (10) business days' written notice from Signature of any increase allowable pursuant to this Paragraph 11; provided however that failure to deliver such notice shall not be deemed a waiver of Signature's right to such payment. If the Master Lease is terminated or abated, such termination or abatement shall cancel or abate this Permit and Permittee shall look to Signature's successor-in-interest or to the Authority for relief or continuance of its rights as established in this Permit. Permittee shall have the right to remove all of its fixtures, equipment, personal property and other property from the Space deemed to be removable or non-improvement provided Permittee shall repair any damage to the Space as a result of such removal.
12. **Taxes.** Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Signature for personal property in the care, custody and control of Permittee located in, on or about the Space. Signature agrees to furnish Permittee promptly with all pertinent official tax bills, statements, invoices, and assessments consistent with Signature's receipt of same. Permittee hereby authorizes Signature to provide information relating to the presence of Permittee's personal property on or about the Space as requested by any governmental authority having jurisdiction or authority with respect to the taxation of such personal property.
13. **Intentionally Omitted.**

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14. Prohibited Uses. Permittee shall not use the Space for any use which is not expressly allowed by the Master Lease or any applicable rule or regulations, and further, Permittee shall not allow the use of the Space for the operation of a fixed base operation or any business substantially similar to any portion of Signature's authorized general or commercial aviation operations at the Airport. Permittee expressly warrants and represents without limitation that it shall not at any time during the term of this Permit undertake for itself or cause to be undertaken through others, including, but not limited to its employees, agents, subcontractors, or invitees, any services permitted to Signature under the Master Lease, including, but not limited to the following:

- a. Installation of any fuel storage and dispensing facilities (including mobile delivery of fuel);
- b. Receipt and storage of any fuel product, including, but not limited to, aviation and motor fuels;
- c. Into-plane or into-truck delivery of any aviation or motor fuels;
- d. Rotorcraft or aircraft sales or rentals (Permittee demonstration flights excluded);
- e. Flight training (Permittee in-house flight training excluded);
- f. Rotorcraft or aircraft radio and instrument sales and service (avionics);
- g. Specialized rotorcraft or aircraft repair service for a third party;
- h. Air transport of mail or cargo for hire;
- i. Hangering or servicing of aircraft for a third party, including without limitation that of a transient or non-based tenant, subtenant, sub-permittee, guest, or invitee of the Permittee;
- j. Deicing of aircraft;
- k. Temporary parking, including overnight parking, of aircraft, other than the Aircraft;
- l. Maintenance/ avionics services for a third party;
- m. Wash aircraft;
- n. Storage of inoperable equipment of any kind;
- o. Other activity adverse or disruptive to Signature or Airport interests as may be determined by Signature in its sole but reasonable judgment.

15. Third Party Vendors. Any third party seeking access to any part of the Space and/or the Base to perform any commercial activity ("Third Party Vendor") may enter Signature's leasehold (including the Space) only after the Third Party Vendor has:

- a. Executed the Vendor Release, an exemplar of which is attached as Exhibit A;
- b. Provided Signature with a Certificate of Insurance for the requisite insurance coverage; and,
- c. Obtained written authorization for entry from Signature via its execution of the Vendor Release.

Permittee shall bear any and all costs associated with ensuring such Third Party Vendors fully comply with any and all prevailing Airport and government regulations, including, but not limited to, authorization to perform services by the Authority through Signature, those of the Federal Aviation Administration ("FAA") and the Transportation Security Administration ("TSA") for all purposes, including, but not limited to security, identification, and clearance for access. Permittee agrees that at no time shall it or its Third Party Vendor's activities infringe upon the ability of Signature's other customers or Signature to conduct business or operate aircraft, including, but not limited to, ingress and egress from the Space and/or Signature's leasehold.

16. Termination of Master Lease. If the Master Lease is terminated or abated, such termination or abatement shall cancel or abate this Permit and Permittee shall look to Signature's successor-in-interest or to the Authority for relief or continuance of its rights as established in this Permit. Permittee shall have the right to remove all of its fixtures, equipment, personal property and other property from the Space deemed to be removable or non-improvement provided Permittee shall repair any damage to the Space as a result of such removal.

17. Destruction or Condemnation of Space. If any material portion of the Space, in the reasonable judgment of Signature or Permittee, is destroyed by fire or other casualty, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permit; provided however that Permittee shall not exercise such right in the event such destruction or casualty arises either directly or indirectly from Permittee's or Permittee Group's acts or omissions. If any material portion of the Space, in the reasonable judgment of Signature or the Permittee, is taken or condemned by any authority for any public use or purpose, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permit as of the date title vests in such authority. Upon any such termination, Aggregate Rent shall be apportioned as of such date.

18. Acceptance; Maintenance; Surrender.

a. Permittee accepts the Space in its "as is" condition on the Effective Date of this Permit and Signature shall have no liability or obligation to make any alterations or improvements of any kind on or about any portion of the Space. Permittee shall not alter the Space in any fashion without the prior written consent of Signature, which may be withheld in Signature's sole discretion.

b. Signature shall operate, maintain and make all necessary repairs (both structural and non-structural) to the part of building systems which provide service to the Premises and the public portions of the Base, both exterior and interior, in conformance with the standards of Signature generally at similar fixed base operations within its network. Permittee, at Permittee's sole cost and expense, shall take good care of the Premises and the fixtures, equipment and appurtenances therein and the distribution systems and shall make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, except for reasonable wear and tear, obsolescence and damage caused by any party other than Permittee or the Permittee Group. Permittee shall be responsible for keeping the Space clean and orderly, including the removal of trash and debris from the Space and for complying with applicable rules and regulations for the operation of equipment and Permittee's business within the Space.

c. Permittee shall not perform or conduct any operation that in any way adversely impacts the structural integrity of any portion of the Space or which accelerates its ordinary deterioration.

d. Upon the expiration, or earlier termination, of the Term, Permittee shall immediately remove its personal property and surrender the Space to Signature in good repair and broom clean condition, ordinary wear and tear excepted.

e. Signature and the Authority may enter the Space at all reasonable times for the purpose of routine inspections of the Space, or any other purpose reasonably necessary to protect Signature's or Authority's interest in the Space or to perform Signature's or Authority's duties under this Permit.

19. Signage. Permittee shall not place or permit to be placed in or on the Space any signs or insignias without Signature's and, if applicable, the Airport's written consent, in the sole discretion of such parties.

20. Intentionally Omitted.

21. Airport Security. Permittee and the Permittee Group shall comply at its own expense with all applicable security requirements, including, but not limited to, those of Signature, Federal Aviation Regulations ("FAR") and the TSA, any Airport security program, all as amended from time to time. Permittee shall take all action necessary or as directed by Authority to ensure that members of the Permittee Group comply with such requirements. If Signature or the Authority incur any fines as a result of the acts or omissions of the Permittee and/or the Permittee Group, Permittee agrees to pay all such fines and penalties in accordance with its indemnification obligation set forth herein and to cure any security deficiency immediately. Signature and the Authority reserve the right to take whatever action necessary to cure any security deficiency if Permittee fails to remedy the security deficiency promptly and to be reimbursed any and all costs and expenses associated with such action.

22. LIMITATION OF LIABILITY. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, DIMINUTION OR LOSS OF VALUE, LOSS OF USE, OR LOSS OF ANTICIPATED PROFITS.

23. Insurance.

a. Minimum insurance dollar limits required of Permittee:

i. Liability - Airport Premises

(1) Commercial General

(a) Office Space only: Combined single limit \$1,000,000 per occurrence

(2) Motor Vehicle: Combined single limit \$5,000,000 per occurrence

DS
[Signature]
[Signature]

(a) This coverage is conditionally waived if Permittee does not have a motor vehicle that is both (1) registered in its name and (2) driven on Signature's ramp. If Permittee subsequently registers a vehicle in its name and uses it to drive on the ramp, the waiver shall be automatically revoked and Permittee shall obtain the requisite coverage.

(3) Environmental / pollution: Combined Single Limit \$1,000,000 per occurrence

(a) This coverage shall be conditionally waived if this Permit does not include the maintenance of aircraft or aviation related equipment, including but not limited to ground support equipment (collectively, "Aviation Maintenance"). This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add Aviation Maintenance or if Permittee commences, without amendment, performance of Aviation Maintenance in the Space (including but not limited to aircraft washing).

ii. Property

(1) All Risk Property: Full Replacement Value of any alteration or improvement to the Space installed by Permittee

(a) This coverage shall be conditionally waived if Permittee does not perform any alterations to the Space. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently alters or improves the Space.

iii. Worker's Compensation & Employer's Liability

(1) Worker's compensation: The greater of \$500,000 or as required by statute

(2) Employer's liability: \$500,000 each occurrence for bodily injury by accident

\$500,000 each occurrence for bodily injury by disease

\$500,000 aggregate policy limit

(a) Employer's liability coverage shall be conditionally waived if Permittee does not have any employees. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently hires employees.

b. Insurers; Special Provisions For Certificates of Insurance: The insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State in which the Space is located, and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of "B++" or greater and a financial rating of at least "XIII." All such required liability insurance, except (1) worker's compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support LLC, its parent, subsidiaries, related, and affiliated companies and the Authority" as additional insureds. To the extent All Risk Property is required pursuant to Section 23(a)(ii)(1) above, Signature shall be named as Loss Payee. If the required liability policies do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage. To the extent that such loss, damage or liability is covered by valid and collectible insurance maintained by it, or that pursuant to this Permit should have been maintained by it, Permittee hereby waives all rights of recovery against Signature and the Signature Group. All required insurance policies shall contain a waiver of subrogation in favor of "Signature Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the Authority". All required insurance policies shall be evidenced by certificates of insurance that provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the interests of Signature or its subsidiaries. Permittee may send insurance certificates to the Signature Insurance Department via any of the following methods: (i) by mail to Signature Flight Support LLC, 13485 Veterans Way, Attention: Real Estate 5th Floor, Orlando, FL 32827; or (ii) by email to Realestate@signatureflight.com. Permittee shall reimburse Signature upon demand for any and all third-party vendor costs and expenses incurred by Signature in order to enforce Permittee's compliance with the above insurance requirements, and any such costs and expenses shall be deemed Supplemental Rent hereunder.

c. Permittee shall ensure that minimum insurance amounts stated shall not be lowered without express written consent of Signature. Higher insurance limits may be required by the Airport, in which case, the Airport's limits shall supersede the limits stated above.

d. Permittee shall ensure that the certificates of insurance, with respect to the insurance requirements described above, shall state that such coverage is primary and without right of contribution from any insurance carried by Signature and that the liability assumed by Permittee under this Agreement has been specifically insured under the policies above, but such insurance in no way limits Permittee's liability hereunder.

e. **PERMITTEE ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED IN THIS PERMIT. FURTHER, PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR INSURING ITS PERSONAL PROPERTY OR OTHER CONTENTS WITHIN OR ABOUT THE SPACE.**

f. In no event shall Permittee or Permittee's insurer be entitled to greater relief than it would have been entitled to had Permittee fully complied with the terms set forth in Section 23.

g. Minimum insurance dollar limits required of Signature:

Signature shall at all times during the Term, at its sole cost and expense, maintain the same types and amounts of insurance required under the Master Lease.

24. Indemnification.

a. Permittee's Indemnification. Permittee shall be liable for the acts or omissions of the Permittee, Permittee's affiliates and their respective officers, directors, employees, agents, servants, vendors, contractors, subcontractors, sublessees, invitees, guests, licensees, and their respective successors and assigns (the "Permittee Group") without limitation and further agrees to indemnify, defend, and forever hold harmless Signature, the Authority, their respective affiliates and their respective officers, directors, employees, agents, servants, vendors, contractors, subcontractors, sublessees, invitees, guests, licensees, and their respective successors and assigns (collectively, the "Signature Group") from and against any and all claims, liabilities, losses, demands, fines, suits, penalties, actions, judgments or other expenses, including, but not limited to, FAA and TSA fines or assessments, reasonable attorneys' fees and costs (collectively, "Damages") incurred by the Signature Group and arising from any negligent acts or omissions of the Permittee Group; provided, however, that this indemnity does not apply to Damages caused by the negligence of Signature and its respective officers, directors, and employees. Such indemnification is subject to and limited by Paragraph 22 Limitation of Liability.

b. Signature's Indemnification. Signature shall be liable for the acts or omissions of Signature and its respective officers, directors, and employees without limitation and further agrees to indemnify, defend, and forever hold harmless the Permittee Group from and against any and all Damages incurred by the Permittee Group and arising from any negligent or willful acts or omissions of Signature and its respective officers, directors, and employees; provided, however, that this indemnity does not apply to Damages caused by the acts or omissions of the Permittee Group. Such indemnification is subject to and limited by Paragraph 22 Limitation of Liability.

c. Exclusion and Duration. These provisions expressly exclude all Environmental Damages as set forth in Paragraph 25, below. The terms set forth in this Paragraph 24 shall (1) survive the termination or expiration of this Permit, and (2) shall not be construed to negate or abridge any other indemnity obligation that would exist at common law or pursuant to this Permit, and (3) shall not be limited by any provision of insurance; and (4) shall apply to the acts or omissions of Signature Group and Permittee Group occurring on or about the Space or otherwise within the network of fixed base operations owned, operated, controlled or managed by Signature.

25. Environmental Removal and Disposal.

a. Compliance with Environmental Regulation. Permittee is solely responsible for the proper storage, removal and disposal of all hazardous substances, hazardous wastes and petroleum products as defined and regulated under applicable local, state, or federal law (collectively, "Regulated Substances") that Permittee or Permittee Group, generates or otherwise brings, or causes to be brought onto the space or Airport. Such removal and disposal shall include, but not be limited to, proper documentation of such Regulated Substances under its assigned Environmental Protection Agency ("EPA") Identification Number in Permittee's name. Permittee agrees to provide Signature, upon request, with the required EPA identification number and copies of any and all documentation in Permittee's name. Permittee shall comply with any and all applicable local, state and federal law and any and all Airport requirements in such removal and disposal. Additionally, Permittee is solely responsible for any and all environmental contamination that impacts the Space or any portion of Signature's leasehold premises as a result of the Permittee Group's storage or handling of any Regulated Substances on, in or at the Space.

b. Environmental Audits. Permittee acknowledges that Signature may enter the Space from time to time to conduct environmental audits. If such environmental audit reveals the presence of contaminants in excess of acceptable levels under applicable law as a result of Permittee's use of the Space, Signature shall serve written notice to Permittee to correct the conditions within seven (7) days. Permittee shall act diligently to remove any and all such contaminants and to take all such prompt action necessary to satisfy Signature and any authorities having jurisdiction over the Space that proper remediation has occurred as described above. If Permittee fails to act within the seven (7) day period, Signature may act to correct the conditions and shall be entitled to reimbursement for any and all costs directly or indirectly associated with such corrective action.

c. Indemnification by Permittee. Permittee shall indemnify, defend, and forever hold harmless the Signature Group from and against all environmental claims, liabilities, damages, fines, penalties, losses or impairments, including, but not limited to, any penalty or fine imposed by any governmental agency and the expenses of cleaning up or

disposing of any Regulated Substances, as well as any and all reasonable attorneys' fees (collectively, "Environmental Damages") resulting from the use and occupancy or any negligent act or omission of the Permittee Group. Permittee shall not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date, of the first Space Permit entered into between the parties (or their predecessors), except to the extent the Permittee Group exacerbates any such issue or matter. The indemnities set forth herein Paragraph 25(c) shall survive the termination or expiration of this Permit.

d. **Environmental Protection Procedures.** Permittee shall conduct its operations to meet or exceed requirements set forth in applicable local, state, and federal laws and in accordance with safe and proper industry practices in order to prevent environmental accidents. Such practices include but are not limited to the following:

- (i) Permittee shall at all times protect the drain from spills of Regulated Substances and agrees to instruct all its employees, agents, servants, contractors, subcontractors, invitees, and other representatives in writing regarding such requirement and the proper operation and maintenance of this drainage system, and immediately notify Signature of any discharge;
- (ii) Permittee shall properly label all containers and shall not place or maintain open containers outside of the Space;
- (iii) Permittee shall cover all trash containers placed or maintained outside the Space.

26. **Compliance With Laws.** Each member of the Signature Group and the Permittee Group shall comply with all prevailing and applicable federal, state and local rules, regulations, orders, and laws of all jurisdictions having authority, including, but not limited to the Airport, FAA, TSA, in which the space is located. Permittee represents and warrants to Signature that Permittee is not a party with whom Signature is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Permittee is currently in compliance with, and shall at all times during the Term remain in compliance with the regulations of OFAC and any other governmental requirements relating thereto. In the event of any violation of this section, Signature shall be entitled to immediately terminate this Permit and take such other actions as are permitted or required to be taken under law or in equity. Permittee represents and warrants that neither Permittee nor any of its subsidiaries, directors, officers, agents, employees, affiliates or other person associated with or acting on Permittee's behalf have (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity or to influence official action; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"); and Permittee has conducted its businesses in compliance with the FCPA and has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, compliance therewith. PERMITTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SIGNATURE FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) INCURRED BY SIGNATURE ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING CERTIFICATIONS. These indemnity obligations shall survive the expiration or earlier termination of this Permit. Permittee is subject to Signature's third party vetting and credit evaluation processes. Notwithstanding anything to the contrary herein, in the event that Signature determines in its sole discretion that Permittee has not met Signature's third party vetting or credit evaluation requirements, Signature may terminate this Permit immediately upon notice to Permittee.

27. **Brokers.** The Parties acknowledge that no broker was in any way involved consummating this Permit and that no conversations or prior negotiations were had with any broker. The indemnities in Paragraph 24, above, shall be applicable to claims by any broker for a brokerage commission arising out of this Permit.

28. **Notice.** Any notice or demand required under this Permit may be by personal service, courier, recognized overnight delivery service, or United States mail (certified mail/postage prepaid only). Notices served by United States mail are deemed properly delivered effective the third (3rd) business day and personal service, courier delivery, or recognized overnight delivery service are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Permittee as set forth in the Basic Provisions.

29. **Default; Remedies.**

a. It shall be considered a "Default" pursuant to this Permit if (i) Permittee fails to make, within fourteen (14) calendar days of the date due (the "Grace Period"), payments of Aggregate Rent or Permittee fails to pay when due, any other amount due, to Signature or its affiliates; (ii) Permittee shall fail to perform any non-monetary covenant herein, and such default shall continue for a period of thirty (30) days or such period of time as otherwise specified in this Permit after receipt of written notice of the default from the non-defaulting Party, provided, however, that if such Default is not reasonably susceptible to cure within such thirty (30) day period, Permittee shall be permitted the reasonable additional time as may be required to pursue, through its best and most diligent efforts, the required corrective action, not to exceed an additional thirty (30) days (this subsection ii shall not apply to Permittee's failure to pay Aggregate Rent or to any Parties failure to comply with federal, state, local, or other law, statute, or regulation); (iii) Permittee shall cease to do business as a going concern; (iv) a petition is filed by or against Permittee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement) or under any other debtor protection laws; (v) Permittee assigns its property for the benefit of creditors; (vi) Permittee assigns, transfers or encumbers this Permit without Signature's express and advance written authorization; or, (vii) there is a seizure of this Permit or the Space or any part thereof, upon execution or by other process of law directed against Permittee, or upon or subject to any creditor's attachment. The Grace Period referenced above with respect to monetary payments shall be revoked without further notice to Permittee in the event Permittee fails more than two (2) times to timely deliver any payment when due (regardless of cure) in any given consecutive twelve (12) month period.

b. In the event of any Default hereunder, Signature shall have the right to pursue any combination of the following remedies: (i) terminate this Permit; (ii) remove the Aircraft and other personal property from the Space and relocate the Aircraft to any location on the ramp upon termination and without notice and Permittee hereby waives any right or claim to recover damages from Signature relating to such towing, removal, and relocation or storage on the ramp; (iii) declare all Aggregate Rent and other amounts payable hereunder for the balance of the Term to be immediately due and payable; (iv) perform any of Permittee's obligations and Permittee shall reimburse Signature for any and all costs and expenses incurred, including attorneys' fees, plus an administrative fee equal to ten percent (10%) of such costs, with a minimum of \$100.00; (v) set off any amounts due to Signature or its affiliates by Permittee or its affiliates against any amounts paid by Permittee hereunder; (vi) enter the Space and proceed to sell, in a commercially reasonable manner, all goods, chattels and personal property found to offset any portion of Aggregate Rent and outstanding additional payments and Permittee shall pay all costs and expenses incurred or chargeable to Signature as a result of such sale; (vii) either or repair the Space as necessary in order to relet the entire or any part or parts of it either in Signature's name or otherwise on terms at Signature's option which may be less than or greater than the balance of Permittee's Term. No re-entry, alteration, repair or reletting shall be construed as Signature's election to terminate this Permit unless Signature has indicated otherwise. Permittee for Permittee's and Permittee's successors and assigns hereby irrevocably constitutes and appoints Signature as its agent to collect the rents due and to become due under any of Permittee's permit for the Space (or any parts thereof) without in any way affecting Permittee's obligation to pay any unpaid balance of Aggregate Rent due or to become due hereunder. In addition to the foregoing, Signature is entitled to all rights and remedies available to it at law or equity.

c. If either Party institutes an action to enforce its rights under this Permit, the prevailing Party shall be reimbursed by the other Party for its reasonable attorneys' fees in addition to any other recoverable damages.

d. If Signature shall fail to perform or observe any covenant or requirement of this Permit, and such failure continues for a period of thirty (30) days following receipt of written notice from Permittee of such failure (provided that such time period shall be reasonably extended for so long as Signature diligently prosecutes such cure), Permittee shall have the right to terminate this Permit by written notice to Signature.

e. Permittee agrees that any amounts outstanding beyond any grace or cure period set forth in this Permit shall bear interest at the rate of one and one-half percent (1.5%) per month of the delinquent amount, but in no event shall the foregoing exceed the maximum amount allowable by applicable law.

30. **Independent Contractor.** The relationship between the Parties shall be that of independent contractors for all purposes and in no event shall persons employed or retained by either Party be employees or agents of the other.

31. **Force Majeure.** Except for the payment of Aggregate Rent and any other sums due hereunder by Permittee, neither Party shall be liable for its failure to perform under this Permit or for any loss, injury, damage or delay of any nature that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, strike, labor dispute, riot, insurrection, war or any other cause beyond either Party's control, providing, however, should the force majeure continue for more than sixty (60) days, either Party may terminate this Permit upon ten (10) days' written notice.

32. **Governing Law.** This Permit shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Space is located.

33. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY.

34. **Assignment and Subletting.** Permittee shall have no right to assign, transfer, mortgage, pledge, hypothecate or encumber this Permit or any interest herein or sublet the Space or any part thereof, or permit the use of the Space by any other party without Signature's prior written consent which may be withheld in its sole discretion. Signature's written consent to such a transaction shall not be deemed a release of Permittee from the obligations of this Permit, unless otherwise stated in writing by Signature. Any such contemplated assignment or subletting may further be subject to advance, written approval by the Authority. The use of the Space by any aircraft other than the Aircraft defined above shall be subject to Signature's prior written approval, which may be withheld in its sole discretion. Any such transactions in violation of the foregoing requirement shall be considered null and void and shall

constitute an immediate Default, for which no cure period is available; provided however that the obligations of Permittee hereunder shall remain in full force and effect, including but not limited to the insurance, waiver and indemnification provisions, notwithstanding such a transaction or change of aircraft. For purposes of this section, assignment shall include any transfer of this Permit by merger, consolidation, liquidation, or by operation of law or any other direct or indirect change of control such that ownership of the Permittee or any of its direct or indirect owners change.

35. Intentionally Omitted.

36. Intentionally Omitted.

37. Time of Essence. Time is of the essence in this Permit.

38. Amendment. No amendment, modification or alteration of the terms of this Permit shall be binding unless it is in writing and executed by both Parties.

39. Entire Agreement. All Exhibits attached hereto are fully incorporated into the terms and conditions of this Permit. This Permit constitutes the entire agreement and all prior correspondence, memoranda, negotiations, or understandings (written or oral) and are merged into and superseded by this Permit, excepting the Parties' joint and several obligations under the Master Lease. This Permit shall be interpreted simply according to the plain meaning of its terms and not strictly for or against with Party regardless of which Party drafted it.

40. Severability. If any authority with proper jurisdiction determines that any provision is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable provisions remain unaffected.

41. Applicability. The provisions of Paragraph 22 and Paragraph 24 shall bind Permittee and Signature with respect to claims, losses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permittee Group and its property (including the Aircraft) throughout the Base and at any other fixed base operation owned, operated, managed or controlled by Signature.

42. Election of Remedies. The Parties' rights and remedies are cumulative and in addition to all other rights and remedies at law and equity. No action initiated by either Party shall be construed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise waive any other rights or remedies.

43. Authority Consent Required. Permittee acknowledges that, pursuant to the provisions of the Master Lease, Signature may be required to obtain Authority's written consent to this Permit, and accordingly, if applicable, the obligations, understandings and commitments of the Parties as set forth herein are expressly subject to obtaining such Authority consent.

44. Estoppel Certificates. Permittee shall, within fifteen (15) days after any written request from Signature, execute, acknowledge and deliver a statement certifying certain facts regarding this Permit, including but not limited to confirming the effectiveness of this Permit and the status of any defaults thereunder and/or such other matters as Signature may reasonably request. Any such statement may be relied upon by or as may be requested by Signature, its lenders, insurance carriers, auditors, and prospective purchasers. If Permittee shall fail to execute and return such statement within the time required herein, Permittee shall be deemed to have agreed with the matters set forth therein.

45. Intentionally Omitted.

46. Non-Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Permit shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

47. No Waste. Permittee shall not commit any waste upon the Space, or any nuisance or act which may disturb the quiet enjoyment of any other tenant of the Base.

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DS
[Signature]
Permittee Initials: _____
Signature Initials: _____

ORIGINAL

KISSIMMEE MUNICIPAL AIRPORT

FBO LEASE AGREEMENT

**MARATHON FLIGHT SERVICES
DATED 9/19/00**

**KISSIMMEE MUNICIPAL AIRPORT
FIXED BASE OPERATOR'S LEASE AGREEMENT**

THIS AGREEMENT is made this 26th day of September, 2000 by and between the **CITY OF KISSIMMEE**, State of Florida, a municipal corporation existing by and under the authority of the laws of the State of Florida, hereinafter referred to as the "City" and **Marathon Flight Services, Inc.**, hereinafter referred to as "Lessee" a corporation organized and existing under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the City of Kissimmee and Lessee have heretofore executed a Lease Agreement dated August 16, 1977 (the same having thereafter been amended from time to time), hereinafter referred to as "Original Lease", pursuant to which the City leased unto Lessee certain real property located at Kissimmee Municipal Airport, hereinafter referred to as "Airport"; and

WHEREAS, it is the desire of the parties to memorialize in one Agreement all of the Lessees' airport operations located in the northern quadrant.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

**ARTICLE I
LEASED PREMISES**

The "City" hereby leases to the Lessee and the Lessee leases from the "City" the Premises described in Exhibit "A" which is attached hereto and made a part hereof by reference. In the event of any discrepancy between a legal description and a graphic depiction of the Premises, the legal description shall control.

"City" reserves the right to reduce or otherwise adjust the area included in the Premises for construction of Airport development projects. If the rent is based on the area of the Premises, then the rent shall be reduced in proportion to the reduction of the total area.

Lessee acknowledges that it is accepting the Leased Premises and the improvements located thereon "As is" and that the City has made no representations or warranties respecting the suitability thereof for Lessee's purposes and that, except as specifically provided herein, the City has no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Leased Premises, any leasehold improvements, or fixtures, furnishings or equipment installed in or used on the Leased Premises.

ARTICLE II
CONSTRUCTION OF IMPROVEMENTS BY LESSEE

Lessee shall, at its own cost and expense, construct on the Leased Premises such hangar and administrative facilities as are necessary, to meet the Minimum Aeronautical Service Standards, as provided in City Code, for Kissimmee Municipal Airport as the same are now in effect and as the same may hereinafter be amended or revised from time to time (hereinafter referred to as the "MINIMUM Standards"). All such facilities and improvements, regardless of ownership shall be hereinafter referred to as the "facility". Any improvements to be placed on the Leased Premises by Lessee shall be placed or constructed only in accordance with plans and specifications which have been submitted to and approved by city prior to commencement of placement or construction. Except as provided below, once construction of any improvement has been commenced on the Leased Premises, such construction shall, except for reasons beyond the control of Lessee, be completed within one hundred eighty (180) days of the date of commencement. No leasehold improvements may be constructed or thereafter altered until the plans and specifications therefore have been approved in writing by City, and then the same shall be constructed or altered in strict accordance therewith. Lessee shall obtain all necessary licenses and permits to accomplish such work, and any contract or Agreement for labor, services, materials or supplies to be furnished in connection with the construction or alteration of any improvement on the Leased Premises shall provide that no lien, claim or other encumbrance shall thereby be created, or arise, or be filed by anyone thereunder upon or against the Leased Premises or the Facility. Lessee hereby warrants to City that all such improvements shall be free and clear of liens, claims and encumbrances and agrees to indemnify and save the City harmless from and against any and all losses, damages and costs, including reasonable attorneys' fees, with respect thereto. No work hereunder shall be commenced by Lessee until it has, at its sole cost and expense, provided to the City a true and correct copies of a contractor's surety performance and a payment bond with Lessee named as obligee, in a form and from a company acceptable to the City, in an amount equal to the estimated cost of the improvements to be accomplished, which bond guarantees the completion of the work by Lessee's contractors in accordance to the plans and specifications theretofore provided to the City and guarantee the payment by such contractors of all subcontractors' charges and charges of all other persons and firms supplying services, labor, materials or supplies in connection with the work. Within sixty (60) days after completion of construction or material modification of any improvements on the Leased Premises, Lessee shall provide to the City without charge one (1) complete set of "As built" drawings of such improvements. Title to the improvements constructed on the Leased Premises by Lessee during the term hereof shall remain in Lessee throughout the term but title to the Facility and all other improvements upon the Leased Premises shall vest in the City upon the expiration of the said term, or upon the sooner termination of this Lease in accordance with the terms hereof. Lessee may install on the Leased Premises, in accordance with City Code as may be amended from time to time, and maintain, operate, repair and replace any and all signs, trade fixtures and other personal property useful from time to time in connection with its

operations hereunder provided that prior written approval of the City is obtained in each instance. All such signs, trade fixtures and other personal property which may be removed without material injury to the Leased Premises or to the Facility or other improvements shall be and remain the property of Lessee and may be removed by Lessee prior to or within thirty (30) days after termination of this Agreement; provided however that Lessee may not remove the same while in default hereunder, and that Lessee shall, at its own cost and expense, promptly repair any damage to the Leased Premises or to the Facility or other improvements caused by such removal.

The minimum construction costs of the hangar and administrative building shall be no less than \$500,000.00. Lessee shall provide proof to the City in writing from a cost consultant approved by City.

The lease shall strictly comply with the schedule of events, to wit:

- | | | |
|----|------------------|--|
| A) | January 15, 2001 | All plans completed and submitted to City Building Department. |
| B) | March 1, 2001 | Final approval from a lender for the \$500,000.00 improvement, letter to City confirming such. |
| C) | March 15, 2001 | Lessee choose contractor, building permits obtained. |
| D) | May 1, 2001 | Construction on Improvement begins. |
| E) | March 31, 2002 | Certificate of Occupancy issued by City for Improvements. |

ARTICLE III

USE

The Leased Premises and the Facility shall be used by Lessee for the purpose of conducting Categories "A" and "C" fixed base operator activities in strict accordance with the City's Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Airport as they do now and may hereinafter exist, for the renting or leasing of automobiles in connection therewith, and for such other uses incidental thereto as the City may from time to time approve in writing but for no other purpose.

ARTICLE IV

TERM

The term of this Agreement shall be for a period of thirty (30) years; provided, however, that if Lessee has not, during the first eighteen months (18) months of the term of this

Lease, completed or caused to be completed construction of new improvements on the Leased Premises at a cost of at least Five Hundred Thousand Dollars (\$500,000.00) in accordance with the schedule provided herein, then the term of this Lease shall expire on May 1, 2002.

Provided Lessee is not in default of the Lease Agreement, Lessee is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for rent for one (1) additional term of ten (10) years. This option shall be exercised by written notice to the City not less than one hundred twenty (120) days prior to expiration of the existing term.

In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after "City" gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement, but shall be a month-to-month tenancy only. The amount of rent to be paid during this hold over period shall equal one and a half (1-1/2) times the normal monthly rent chargeable at the termination of the Lease.

ARTICLE V **RENT**

The annual rent payable by Lessee to the City for its use of the Leased Premises during the term of this Lease Agreement shall be as follows:

Parcel N1	\$.05 per square foot beginning October 1, 2000
Parcel N2	\$.15 per square foot beginning April 1, 2002

TIME AND PLACE OF PAYMENT - All payments are to be made at the office of the Finance Director, City of Kissimmee, 101 N. Church Street, or such other place as the City may direct Lessee in writing.

DELINQUENT RENT - A late fee of 5% of the amount due will be charged on the 16th of the month. A separate late fee shall be charged for every month that Lessee's monthly payment is past due. The City shall charge no interest upon that portion of any debt that, in good faith, is in dispute. Receipt of the late fee is not a waiver of the default, but is additional costs incurred by the City for the Lessee's failure to perform.

RENT ADJUSTMENTS - City and Lessee recognize and agree that the purchasing power of the United States dollar is evidenced by the Consumer Price Index - Urban Wage Earners and Clerical Workers ("price index") as published by the United States Department of Labor's Bureau of Labor Statistics. Beginning three years from the execution date and every third year thereafter ("Adjustment Year"), the parties hereto will compare the price index for said year with the price index for 2000 and the Annual Rent

payments shall be increased (or decreased) in the same proportion as said price index has increased (or decreased) when compared with the price index for, 2000. In no event, however, shall the Annual Rent increase be more than ten percent (10%) on any Adjustment Year.

ARTICLE VI

OTHER FEES AND CHARGES

FUEL DUMPAGE FEES - In addition to the rent and other charges payable hereunder, Lessee shall, on or before the twentieth (20th) day of each calendar month during the term hereof; pay to the City, without further demand, a fuel dumpage fee for each gallon of aviation fuel delivered to the Leased Premises during the preceding calendar month. The fee established by the City is currently \$.05 per gallon.

AUTOMOBILE RENTAL FEES - In consideration for the right to operate an automobile rental concession from the Leased Premises in connection with its fixed base operation, Lessee further agrees to pay to the City, on or before the fifteenth (15th) day of each calendar month during the term hereof, without further demand, an amount equal to five percent (5%) of all gross revenues derived by any person or entity from the renting or leasing of automobiles or other ground transportation vehicles from the Leased Premises, including, but not limited to, all charges for vehicular and medical insurance coverage, but excluding any state or federal sales or use taxes; provided, however, the amount of such payment shall be reduced by the amount of sums paid to the Lessor directly by any such person or entity other than Lessee on account of such renting or leasing. Each such payment hereunder shall be accompanied by a statement, signed by an officer of Lessee, which sets forth the total amount of revenues so derived in such form and with such particularity as the Lessor may reasonably request.

ARTICLE VII

OBLIGATIONS OF LESSEE

TAXES AND ASSESSMENTS - Lessee shall, at its own expense and at all times during the term of this Lease, pay all lawful taxes and assessments levied against the Leased Premises and/or facility as well as all taxes and assessments levied against the personal property used by Lessee in its operation on the Leased Premises. None of the terms, covenants or conditions of the Agreement shall be construed as a release or waiver on the part of the City of the right to assess, levy or collect any license, personal, intangible, occupation or other tax which shall be lawfully imposed on the business or property of Lessee.

MAINTENANCE AND REPAIR - Lessee shall be solely responsible, at its own cost and expense, for performing all maintenance, repair and replacement of the Facility and all other improvements located on the Leased Premises (including all paved areas, whether now existing or hereinafter constructed) required to keep the same in attractive, safe and sanitary condition, and all such maintenance, repair and replacement shall be of quality at least equal to the original in then existing current standards materials and workmanship. All exterior paint colors shall be subject to the prior written approval of the City.

UTILITIES - Lessee shall be solely responsible for and pay all charges for utilities to the Leased Premises and the Facility, including but not limited to all charges pertaining to the providing of sewer, water, gas, electricity and telephone service.

TRASH AND GARBAGE REMOVAL Lessee shall maintain the Leased Premises including all improvements at all times in a safe, neat and sightly condition and shall not permit the accumulation of any trash, ashes, or debris on the Leased Premises, and shall remove such debris to a disposal site off of the Airport property. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of its operation. Lessee shall provide and use suitable-covered metal receptacles located in an area designated by City for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

ACCESS - Lessee and its employees and invitees shall, subject to the reasonable rules and regulations of the city, have the right to access, ingress and egress to and from the Leased Premises.

MINIMUM STANDARDS/RULES AND REGULATIONS - Lessee covenants and agrees to observe and comply with all Minimum Standards for the Airport as the same may now exist and as they hereinafter be amended or revised, and with all reasonable rules and regulations of the City which now exist or may hereinafter promulgated from time to time governing safe conduct on and operations at the Airport and the safe use of its facilities.

NONDISCRIMINATION The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services therein, no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-

Discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

The Lessee agrees to furnish service on a fair, equal, and nondiscriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE Lessee shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and "City" statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean up, containment and otherwise abatement of such contamination at Lessee's sole cost and expense. Further, Lessee shall notify the "City" and appropriate governmental agency of such occurrence immediately. Should the Lessee fail to do so the Lessee shall be in default and the "City" may take any reasonable and appropriate action in the Lessee's stead without waiving any claims against the Lessee. The cost of such remedial action by the "City" shall be paid by the Lessee upon demand.

Lessee agrees to, at its sole costs and expense, the 31st day of December, 2009, to either remove the existing fuel farm, (i.e., tanks, pipes, accessories) or if Lessee obtains approval from proper authorities to abandon it in place.

INDEMNITY AND INSURANCE BY LESSEE Lessee further covenants and agrees that Lessee shall indemnify and save forever harmless the City from any and all claims for damages of any kind or nature which may hereafter be made against City on account of any personal injuries (including wrongful death) or property damage resulting from the use of the Leased premises, except where proximately caused by the City's negligence and for his purpose Lessee shall procure and maintain in effect for the term of this Agreement, with insurance carriers acceptable to City, Workers Compensation Insurance as required by the statutes of the State of Florida, or adequate Employee's Liability Insurance; Public Liability; Property Damage covering all of Lessee's activities, Building and Property Casualty Coverage, and the Leased Premises at the Airport. The policy limits will be as set forth in the Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Municipal Airport. The Lessee shall maintain such insurance with insurance underwriters authorized to do business in the State of Florida satisfactory to the City. Coverage is to be written on the broadest liability form including but not limited to products liability, hangar keepers liability, blanket contractual, independent contractors and aviation

non-ownership. All policies shall include the City as an additional insured as its interests appear. Lessee shall furnish City with a Certificate of Insurance from the Lessee's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the City, shall submit to the City, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy of policies cannot be canceled or materially modified except upon sixty (60) days advance written notice by registered or certified mail to the City. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar airports or upon Ordinance adoption.

COMPLIANCE WITH LAW, RULES AND REGULATIONS Lessee shall, at its sole expense, observe and comply with the statutes, rules and regulations of all governmental authorities applicable to the conduct of Lessee's business and in addition, those rules, ordinances, and regulations of the City not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Lessee's breach of any of the above shall be borne by the Lessee.

ARTICLE VIII **OBLIGATIONS OF CITY**

A. OPERATION AS A PUBLIC AIRPORT City covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by City to the U.S. Government under the Federal Airport Act.

B. ENTRY AND INSPECTION City shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Lessee. The City shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

C. MAINTENANCE BY CITY City will maintain and keep the Leased Premises in good repair except for the maintenance obligations of Lessee as set forth in this Agreement. In no event, however, shall City be required to maintain or repair damage caused by the negligent or willful act of Lessee, its agents, servants, invitees or customers. However, if due to any negligent or willful act by the Lessee, its agents, servants, invitees or customers, there is a need for maintenance or repair of damage, then Lessee shall do such maintenance or repair in a prompt, reasonable manner.

ARTICLE IX
DAMAGE OR DESTRUCTION OF PREMISES

If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm or other force of the elements or by the public enemy or from any cause not brought about by the Lessee so as to adversely affect the Lessee's use of its exclusive space therein even though not rendering such space untenantable, such damage shall be promptly repaired with due diligence by the Lessee at its own cost and expense. If damage caused shall be so extensive as to render the Lessee's exclusive space untenantable, but nevertheless capable of being repaired and made tenantable within a period of sixty (60) days, the Lessee shall repair the damage with due diligence at its own cost and expense, and the rent payable shall be proportionately paid up to the time of such damage, but shall thenceforth cease until such time as such building and space shall be restored. In case the Leased Premises are completely destroyed or so damaged that it will and does remain untenantable for a period of more than sixty (60) days, either party shall have the right to terminate this Lease upon written notice to the other within sixty (60) days from the date of such damage or destruction. Nothing in this Article shall apply to damages to the Leased premises caused by the acts of the Lessee, and Lessee shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character. Lessee shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessee.

ARTICLE X
TERMINATION OF AGREEMENT, ASSIGNMENT AND TRANSFERS

A. **TERMINATION** This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.

B. **TERMINATION BY LESSEE** Lessee may terminate this Agreement after the happening of one or more of the following events:

The default by City in the performance of any covenant or Agreement herein required to be performed by City and the failure of City to remedy such default for a period of sixty (60) days after receipt from Lessee or written notice to remedy the same.

C. **EXERCISING LESSEE'S RIGHTS OF TERMINATION** Lessee may exercise such right of termination by written notice to City at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the City.

D. **TERMINATION BY CITY** City may terminate this Agreement in the event Lessee shall:

1. Be in arrears in the payment of the whole or any part of the rent or other payments required for a period of thirty (30) days after the time such payments become due.
2. Make a general assignment for the benefit of creditors.
3. Filing a voluntary or involuntary petition in bankruptcy.
4. Abandon the Leased Premises.
5. Default in the performance of any of the covenants, Agreements and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from City of said default;
6. Appointment of receiver for Lessee;
7. Violation of City rules and regulations not inconsistent with the provisions of this lease and such default continues for a period of thirty (30) days after receipt of written notice from City of said default.

E. WAIVER OF STATUTORY NOTICE TO QUIT In the event City exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section C of this Article (Termination by City), a notice of termination shall be sufficient to terminate this Agreement. Upon such termination, Lessee agrees that it will forthwith surrender up possession of the Leased Premises to City. In this connection, Lessee expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by City.

F. SUBLETTING AND ASSIGNMENT Except for the maintenance and storage of aircraft, Lessee may not rent or sublease the Leased Premises without the prior written consent of the City.

Lessee may, with the prior written consent of City, assign this Agreement; in such event, Lessee shall remain liable to City for the remainder of the term of the Agreement to pay to City any portion of the rental and other fees and costs not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the City, and any assignment by the Lessee shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

ARTICLE XI RIGHTS UPON TERMINATION

A. LEASED PREMISES It is the intent of this Agreement that the Leased Premises shall be and remain the property of City during the entire term of this Lease and thereafter.

B. REMOVAL OF PERSONAL PROPERTY At the termination of the Lease for any reason, after payment of all rents and charges, Lessee may upon consent of the City shall have the right, within thirty (30) days thereafter to remove any of its fixtures, furniture, machinery, equipment and signs installed on the Leased Premises by Lessee, except as provided otherwise herein but shall repair at its own expense all damage caused by such removal. On termination of this Agreement, from whatever cause, the City shall have the right, upon thirty (30) days notice, to require the Lessee at the Lessee's own expense to remove any of its fixtures, structures, additions and improvements, as well as all furniture, machinery, equipment and signs installed on the Leased Premises and the Lessee shall repair at the Lessee's own expense all damage to the Leased Premises caused by such removal. Any such personal property not removed by Lessee within such time shall become be deemed abandoned and become the property of the City.

C. LANDLORD LIEN If the Lessee has not fully paid all the rents and charges pursuant to this Agreement, then the City shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. City shall have the right to liquidation of such personal property to satisfy any obligations of the Lessee and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to the Lessee.

ARTICLE XII

GENERAL PROVISIONS

A. CITY'S RESERVED RIGHTS

1. City at its sole discretion reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of City would limit the usefulness of the Airport or constitute a hazard to aircraft.

2. This Agreement shall be subordinate to the provisions of any existing or future Agreement between City and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City for federal funds for the development of the Airport.

B. NON-INTERFERENCE WITH OPERATION OF AIRPORT Lessee by accepting this Agreement expressly agrees for itself, its successors and assigns that it will not make

use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event this covenant is breached, the City reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee.

City shall maintain and keep in repair the landing area of the Airport, and shall have the right to direct and control all activities of the Lessee in this regard.

C. NONEXCLUSIVE RIGHT Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by section 308 (a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any or all activities of an aeronautical nature.

D. WAIVER OF JURY TRIAL; ATTORNEY'S FEES It is mutually agreed by and between Lessee 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 Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

E. TAXES, LICENSES AND PERMITS Lessee shall pay all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to the Lessee located on the Leased Premises, or other permitted portions of the Airport. In the event any real estate taxes are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Lessee. Lessee shall obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

F. PARAGRAPH HEADINGS The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

G. NOTICE Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by Certified or Registered Mail with return receipt, addressed to:

Director of Aviation
Kissimmee Municipal Airport
301 N. Dyer Boulevard, Suite 101
Kissimmee, FL 324741-4613

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and notices, consents and approvals to Lessee addressed to:

Marathon Flight Services, Inc.
301 North Dyer Blvd., Suite 102
Kissimmee, FL 34741

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

H. FLORIDA LAW/VENUE This Agreement shall be interpreted in accordance with the laws of the state of Florida/venue of all actions shall be Osceola County, Florida.

I. SUCCESSORS AND ASSIGNS All of the terms, covenants and Agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

J. TIME IS OF THE ESSENCE Time is of the essence in the performance of the terms of this Agreement.

ARTICLE XIII **ENVIRONMENTAL MATTERS**

A STORAGE TANKS

1. Lessee agrees to comply with all applicable federal, state and local government regulations regarding above and underground storage tanks effective on the date of execution of this Agreement and as hereafter may be enacted or amended. Specifically, Lessee agrees that all regulated above or underground storage tanks owned or operated by it and located on the premises or which might discharge on or under the premises, shall be registered with the appropriate federal, state and local authorities; shall be constructed of approved materials; shall, if existing, be appropriately retrofitted pursuant to current federal, state and local requirements; shall have an approved method of leak detection; and shall be made available for compliance inspection at all times during normal business hours. ("Approved" for purposes of this provision shall mean "determined to meet applicable federal and state environmental regulatory requirements.") Further, Lessee agrees to properly record, maintain and reconcile all inventory records required by appropriate federal, state and local regulations and to make such records available for inspection at the Premises at all times during normal business hours.

2. Lessee shall comply with the financial responsibility requirements set forth in 40 U.S.C. §280 by obtaining at least one million dollars (\$1,000,000.00) of third-party liability insurance and one million dollars (\$1,000,000.00) of restoration (cleanup) insurance as coverage for all petroleum storage tank activities conducted by Lessee on or adjacent to

the Premises. Such insurance must be maintained in effect during the entirety of the term of this Agreement and proof of such insurance must be provided to City prior to the operation or installation of any regulated above or underground petroleum storage tank on the Premise. This insurance requirement may be satisfied by qualification for and compliance with the Florida Petroleum Liability Insurance and Restoration Program as established by Section 376.3072, Florida Statutes.

3. Lessee shall perform a Level II environment inspection of its existing fuel farm and adjacent real property. The area covered by said inspection shall include all of parcel N7 and such other areas of N6 and Airport property deemed necessary and/or prudent to ensure no environmental contamination exists.

B. INDEMNIFICATION

1. Lessee agrees to indemnify and hold the City, and the members, officers, employees and agents of each, harmless from and against all liabilities, claims, judgment, costs, damages, fines penalties and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to or death of any person, resulting or arising from Lessee's use, occupancy, operation or maintenance of the Leased Premises, including the work, acts or omissions of its officers, agents, employees, contractors, subcontractors, operators and sublessees, except when proximately caused by the City's negligence or by the joint negligence of the City and any person other than Lessee, its officers, agents, employees, contractors, subcontractors, operators or sublessees. City will refer to Lessee, promptly upon notice thereof, any claim made or suit instituted against it which, in any way, affects Lessee or its insurer, and Lessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Lessee shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by Lessee to the City under this Agreement. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

C. HAZARDOUS MATERIALS COVENANTS

1. Lessee hereby represents and warrants to and for the benefit of the City that the Premises will not be used or operated in any manner that will result in the storage use, treatment, manufacture or disposal of any Hazardous Materials (hereinafter defined) upon the Premises or any portion thereof or which will result in Hazardous Materials Contamination (hereinafter defined). For purposes hereof the term "Hazardous Materials" shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), as amended from time to time, and regulations promulgated thereunder, (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 24, § 6901 et seq.) ("CERCLA"), as amended from time to time, and

regulations promulgated thereunder; (iii) asbestos (iv) polychlorinated biphenyls; (v) urea formaldehyde; (vi) any substance the presence of which on the Premises is prohibited by any applicable environmental laws or regulations ("Laws") or by any other legal requirements affecting the Premises; (viii) petroleum-based materials (with the exception of tires affixed to vehicles); and (viii) any other substance which is defined as hazardous, toxic, infectious or radioactive by any laws or by any other legal requirements affecting the Premises. The term "Hazardous Materials Contamination": shall mean and refer to the contamination of the Premises, soil, surface water, ground water, air, or other elements on, or of, the buildings, facilities, soil, surface water ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Premises.

2. In addition to and without limiting the generality of any other provisions of this Lease, Lessee shall and hereby does indemnify and hold the City harmless from and against any and all losses, damages, expenses, fees, claims, demands causes of action, judgments, costs, fines penalties and liabilities, including, but not limited to, attorneys' fees and costs of litigation, and costs and expenses of response, remedial and corrective work and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those term are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Lessee or Lessee's employees, agents, delegates, invitees, licensees, concessionaires, contractors or representatives, of any Hazardous Materials, or (ii) any occurrence of Hazardous Materials Contamination affecting the Premises. The provisions of this Section shall survive any acquisition of the premises by the City, and such provisions shall remain in full force and effect as long as the possibility exists that the City may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs and liabilities.

ARTICLE XIV MISCELLANEOUS PROVISIONS

A. The Airport may from time to time be required by the United States Government, or its agencies, to adopt additional or amended provisions including non-discrimination provisions, concerning the use and operation of Airport, and Lessee agrees that it will adopt any such requirement as a part of this Agreement.

B. If Lessee shall furnish any services to the public at Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, providing that Lessee shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchases, if any.

C. Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that, except as to Lessee's exclusive possession of the Leased Premises, the rights granted under this Agreement are nonexclusive.

D. Lessee shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Leased Premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of Airport.

E. The Airport reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, for navigation or flight in the said airspace for landing on, taking off from or operating on the Airport.

F. Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

G. Lessee agrees to require any lights on the Leased Premises to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing or taking off from Airport.

H. Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the Leased Premises which would interfere with or otherwise constitute an Airport hazard.

I. Lessee agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any service on its own aircraft with its own employees (including but not limited to maintenance and repair) that it may choose to perform.

J. Except as otherwise provided herein, the provisions of this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto.

K. City and Lessee acknowledge and agree that from and after the effective date hereof, this Lease Agreement contains the entire Agreement between the parties hereto, and any modification, release, discharge, or waiver of any provision contained herein shall be of no force or effect unless set forth in writing and signed by the party to be bound.

ARTICLE XV
PRIOR LEASES

Both parties acknowledge and agree that there exist prior leases, addendums, and amendments for Parcels N3, N4, N5, N6, N7, the terminal office space and 20 parking spaces associated with the terminal office space. It is the intent and desire of the parties to extinguish these leases except as to the term lengths and rental rates upon the issuance of the Certificate of Occupancy for the required improvement outlined in Article II hereof.

It is agreed that the terms for Parcels N3, N4, N5, and N6 shall be extended an additional twenty (20) years to coincide with Article V Term contained herein, unless the Lessee notifies the City in writing at least 180 days prior to April 12, 2010 of its intention to return specific parcels.

It is further agreed that the current rental rates, fees, changes, and other methods of compensation provided for in those pre-existing leases shall continue until April 12, 2010 and that upon the happening of that deadline, all rental rates, fees, and charges shall be fixed at the then current methodology being applied to similar FBOs.

Thirty days after the issuance of the Certificate of Occupancy for the improvements outlined in Article II, Lessee shall execute whatever documents are deemed necessary by the City to delete those areas from this Lease Agreement.

Parcel N7, the Lessee's current fuel farm, shall be vacated on or before, April 12, 2010 and all requirements necessary to close the facility, including the requirements in Article XIII shall be completed prior to that date.

Lessee shall convey to the City those portions of N5 and N6 identified in Exhibit "A" attached hereto, which are shaded. An accurate survey and description of those areas shall be made by the City. Lessee may request a space use permit for that eastern portion of N6 at the same rate structure as the remainder of N6 and the City will not unreasonably withhold approval of such permit.

If, however, the Lessess defaults on the terms as required in Article II hereof, then the pre-existing leases, addendums, and amendments shall remain in full force and effect and the original term shall expire on April 12, 2010.

The parties now sign this Agreement this 26th day of September 2000.

CITY OF KISSIMMEE, FLORIDA

By: Frank Atkinson
Mayor-Commissioner

ATTEST:
Sandra S. Yeager
City Clerk

MARATHON FLIGHT SERVICES, INC.

By: Janne P. Birks
Title: Secretary

ATTEST:
Samuel Butcher

Approved as to form and correctness.

This 28 day of September, 2000.

[Signature]
City Attorney

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EXHIBIT "B"
MARATHON FLIGHT SERVICES, INC.
LEASED PREMISES ANNUAL RENT

PARCEL	SIZE	RATE	ANNUAL RENT	COMMENTS
N1	2.99 acres	\$.05 p.s.f.	\$6,572.22	547.68 mth Oct 1, 2000 To commence upon Certificate of Occupancy for building 4/1/02 \$255.92
N2	.47 acre	\$.15 p.s.f.	\$3,070.98	Rate fixed until April 12, 2010. Rent to be adjusted at that time to the prevailing rate for aeronautical parcels. Lessee has the option to return any or all of these parcels to the City.
N3, N4, N5		\$750 per month	\$9,000.00	
N6		N/A	N/A	Plus 20% of building utilities } to end 4/1/02
Terminal Space *	1200 s.f.	\$4.00 p.s.f.	\$4,800.00	
Parking Lot*	20 spaces	N/A	N/A	
N7	N/A	N/A	N/A	Lessee has the option to either remove the tanks, or, with the approval of the City, abandon them in place in accordance with FDEP regulations

* Terminal space and parking spaces to be released by Marathon Flight Services to the City within thirty (30) days of the issuance of a Certificate of Occupancy for the new administrative building

A:\exhibits\mfs.at
Rev 6/20/00

ITEM 7.E

Purchase of Real Property on Thacker Avenue

Request

Approval to purchase an approximately 8.27 acre parcel at the intersection of N. Thacker Ave and W Carroll Street as part of the City's strategic plan to acquire property to maintain and provide quality services to the community.

Explanation

During the annual planning retreat in January 2024, the City Commission established a goal of strategically acquiring real property that would support future projects. The property located at the intersection of N. Thacker Avenue and W Carroll Street (Parcel ID: 08-25-29-0000-0010-0000) plays a key role in the long-term plan of managing growth within the City of Kissimmee. Currently, the site is projected to be the home of a new strategically located fire station and recreation space that includes pickleball courts and a playground to serve the north-west quadrant of the City. The City Commission has included both of these projects in the 5-Year Capital Improvement Plan.

The property was appraised at \$4,548,500, and no major concerns were identified during the due diligence process. The property is also one of the last large undeveloped tracts of land remaining in the northwest portion of the City. The City is proposing to pay the brokers 3% fee on top of the negotiated price, resulting in a total purchase price of \$4,484,556.00. A \$50,000 deposit was placed into escrow by the City when the property went under contract earlier this year.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10435106-506191	ST2421	Decrease	\$4,750,000	\$4,434,531.87

Financial Summary:

Funding is available in the sales tax fund within the FY24-25 capital budget for this purchase.

Recommendation

Approve the purchase of approximately 8.27 acres (Parcel ID: 08-25-29-0000-0010-0000) for \$4,434,531.87 from Bronsons, LLP, and authorize the City Manager to execute any documents associated with the purchase.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. Purchase Agreement
2. Draft Settlement Agreement 2024-157 - Bronson Site



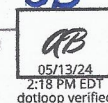
Vacant Land Contract

- 1* **1. Sale and Purchase ("Contract"):** BRONSONS LLP
- 2* ("Seller") and City of Kissimmee
- 3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
- 4 described as:
- 5* Address: Osceola Parcel: 08-25-29-0000-0010-0000N THACKER AVE, KISSIMMEE FL 34741
- 6* Legal Description: see Exhibit A
- 7
- 8
- 9
- 10
- 11* SEC / TWP / RNG of Osceola County, Florida. Real Property ID No.: 08-25-29-0000-0010-0000N
- 12* including all improvements existing on the Property and the following additional property:
- 13
- 14* **2. Purchase Price:** (U.S. currency) \$ see 2(f)
- 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
- 16* Escrow Agent's Name: OLIVER TITLE LAW
- 17* Escrow Agent's Contact Person: LESLIE HANNA
- 18* Escrow Agent's Address: 10967 Lake Underhill Rd Suite 108, Orlando, FL 32825
- 19* Escrow Agent's Phone: 407-249-5050
- 20* Escrow Agent's Email: leslie@olivertitlelaw.com
- 21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
- 22* ☐ accompanies offer
- 23* ☒ will be delivered to Escrow Agent within 7 days (3 days if left blank)
- 24* after Effective Date \$ 50,000.00
- 25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
- 26* ☐ within days (10 days if left blank) after Effective Date
- 27* ☐ within days (3 days if left blank) after expiration of Due Diligence Period \$ 0
- 28* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ 0
- 29* (d) Other: \$ 0
- 30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
- 31* to be paid at closing by wire transfer or other Collected funds \$ BALANCE
- 32* (f) ☒ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The **BB**
- 33* unit used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify):
- 34* prorating areas of less than a full unit. The purchase price will be ~~\$1450,000.00~~ **525,000.00** per unit based on a
- 35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
- 36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
- 37* calculation: NA
- 38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
- 39* delivered to all parties on or before 04/26/2024, this offer will be withdrawn and Buyer's deposit, if
- 40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
- 41 delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
- 42 has signed or initialed and delivered this offer or the final counter-offer.
- 43* **4. Closing Date:** This transaction will close on 30 days from due diligence ("Closing Date"), unless specifically
- 44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
- 45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
- 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
- 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
- 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
- 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
- 50 other items.
- 51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
- 52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer **BB** and Seller **BB B** acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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53 ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

- 56* (a) ☒ **Buyer** will pay cash for the Property with no financing contingency.
57* (b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
58* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
59* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
60* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
61* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
62* Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be
63* returned.
64* (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
65* or _____% of the purchase price at (Check one) ☐ a fixed rate not exceeding _____% ☐ an
66* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
67* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
68* informed of the loan application status and progress and authorizes the lender or mortgage broker to
69* disclose all such information to **Seller** and Broker.
70* (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to
71* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

72* The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
73* forms generally accepted in the county where the Property is located; will provide for a late payment fee
74* and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
75* penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
76* conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
77* keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
78* to obtain credit, employment, and other necessary information to determine creditworthiness for the
79* financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**
80* will make the loan.

- 81* (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

82* LN# _____ in the approximate amount of \$ _____ currently payable at
83* \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a

84* ☐ fixed ☐ other (describe) _____
85* interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage
86* will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase
87* **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the
88* assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing
89* which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
90* **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

91* **BB. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this
92* Contract, ☒ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

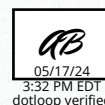
93* **8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty
94* deed ☒ special warranty deed ☐ other (specify) _____, free of liens, easements,
95* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
96* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
97* other matters to which title will be subject) _____,
98* provided there exists at closing no violation of the foregoing.

- 99* (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay
100* for the title search, including tax and lien search (including municipal lien search) if performed, and all other
101* fees charged by closing agent. **Seller** will deliver to **Buyer**, at
102* (Check one) ☐ **Seller's** ☒ **Buyer's** expense and
103* (Check one) ☒ within 30 _____ days after Effective Date ☐ at least _____ days before Closing Date,
104* (Check one)
105* (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
106* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
107*
108*

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 30 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if ~~Seller reasonably believes any defect cannot be cured within the Cure Period~~. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** ~~Buyer may~~, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- (a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 180 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☒ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed

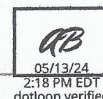
Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

Other: ~~Seller's Broker fee if any~~

No Broker fees



BB

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: Buyer's Broker fee per separate agreement

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☒ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's** failure to timely deliver written notice to **Seller**, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. Except for brokerage agreements, no prior or present agreements will bind **Seller**, **Buyer**, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Seller's Sales Associate/License No.

Veronica Malolos, CCIM

BK3488541

Buyer's Sales Associate/License No.

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 6 of 8 pages.

VAC-1438 Rev 1/23

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This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: Austin Blake dotloop verified 05/13/24 2:18 PM EDT 9KQZ-FK6U-Q3R3-HWQ5 Date: _____
Print name: _____

Buyer: Austin Blake dotloop verified 05/17/24 3:32 PM EDT AL4Q-ZF2X-0WJE-TED6 Date: _____
Print name: Assistant City Manager

Buyer's address for purpose of notice:

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

Seller: Brenda Bronson Date: 5-17-'24

Print name: Brenda Bronson

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

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Buyer  and Seller  acknowledge receipt of a copy of this page, which is 8 of 8 pages.

VAC-14X REV 7/23

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EXHIBIT A



LEGAL DESCRIPTION

THAT PORTION OF SEC LYING S OF CARROLL ST R/W & THE W 1505 FT MOL OF SEC LYING N OF CARROLL ST R/W LESS N 330 FT THEREOF & LESS BEG 400 FT W OF SE COR OF SEC RUN N 332.16 FT TO POB CONT N 660 FT, W 330 FT, S 660 FT, E TO POB TOGETHER WITH NON EXCLUSIVE INGRESS, EGRESS PLUS UTILITY ESMT AS DESC BEG 332.16 FT N OF SE COR SEC RUN W 730 FT, S 60 FT E 730 FT, N 60 FT TO POB ALSO THACKER AVE RD R/W & LESS BEG AT NE COR OF PLANTATION PB 4 PG 166, N 1290 FT, W 844 FT, S 1290 FT, E 844 FT TO POB LESS COM AT NE COR OF PLANTATION PB 4 PG 166 RUN W 858.05 FT TO POB; S 1.47 FT, W 686.02 FT, N 1292.87 FT, E 700 FT, S 1289.97 FT, W 13.98 FT TO POB THAT PORTION LYING IN 08/25/29 & LESS COM AT NE COR PLANTATION RUN N 629.22 FT TO TERMINUS OF EXISTING DYER BLVD, CONT N 660.78 FT TO POB; W 993.88 FT, N 80 FT, E 993.88 FT, S 80 FT TO POB & LESS COM AT NE COR PLANTATION RUN N 629.22 FT TO TERMINUS OF DYER BLVD & POB; CONT N 775.78 FT, E 80 FT, S 776.63 FT, W 80 FT TO POB THAT PORTION LYING IN 8/25/29 & LESS BEGIN AT NW COR TRACT A KISS ELEM SCHOOL PB 12 PG 162, S 80.00 FT, W 706.58 FT TO POC, CONCAVE NE, RAD 240.00 FT, CENT ANG 48 DEG 17 MIN 29 SEC, NWLY 202.28 FT, TO ELY R/W CARROLL ST, N 48 DEG E 40.22 FT, TO POC, CONCAVE NW, RAD 1186.94, CENT ANG 01 DEG 55 MIN 16 SEC, NELY 39.80 FT, TO POINT ON NON-TAN CURVE, CONCAVE NE, RAD 160 FT, CENT ANG 48 DEG 38 MIN 08 SEC, SELY 135.82 FT (CH S 65 DEG E, 131.78 FT), E 707.43 FT TO POB & LESS BEG AT SE COR OF WINDSOR POINT PH 2 PB 14 PGS 41-42, E 727.22 FT, S 1151.38 FT TO WLY R/W DYER BLVD AND PT ON NON-TAN CURVE, CONC SELY, RAD 1499.89 FT, CH S 08 DEG W 432.99 FT, SLY 434.51 FT, S 806.54 FT TO POC, CONC NWLY, RAD 30 FT, SWLY 50.00 FT TO PT ON NWLY R/W CARROLL ST, N 84 DEG W 997.03 FT, S 05 DEG W 355.58 FT TO PT ON NON TAN CURVE, CONC SELY, RAD 1200 FT, CH S 32 DEG W 874.01 FT, SLY 894.59 FT, S 11 DEG W 685.29 FT TO POC, CONC NWLY, RAD 986.94 FT, SWLY 628.73 FT, S 47 DEG W 625.00 FT TO POC, CONC SELY, RAD 1200 FT, SWLY 432.37 FT, N 473.44 FT, W 1347.11 FT, N 1312.09 FT, E 194.07 FT, N 24 DEG E 112.85 FT, N 39 DEG E 118.23 FT, N 53 DEG E 100.95 FT, N 61 DEG E 576.31 FT, N 54 DEG E 643.64 FT, N 51 DEG E 421.58 FT, N 48 DEG E 272.93 FT, N 06 DEG W 171.88 FT, N 22 DEG E 188.13 FT, N 03 DEG E 419.85 FT, N 449.65 FT, N 03 DEG W 401.28 FT, N 11 DEG W 268.74 FT, N 17 DEG W 245.06 FT, N 23 DEG W 158.98 FT, E 1530.91 FT TO POB & LESS BEG AT NW COR TRACT B, KISSIMMEE ELEMENTARY SCHOOL PB 12 PG 162, S 35.00 FT, W 1701.31 FT TO POC, CONC NELY, RAD 160 FT, NWLY 135.64 FT TO SELY R/W CARROLL ST AND PT ON NON-TAN CURVE, CONC NWLY, RAD 1186.94 FT, CH N 28 DEG E 705.24 FT, NELY 716.05 FT, N 11 DEG E 685.29 FT TO POC, CONC SELY, RAD 1000 FT, NELY 1475.22 FT, S 84 DEG E 280.01 FT, S 2071.02 FT TO POB & LESS BEGIN AT NE COR OF SHADOW BAY UNIT 3 PB 4 PG 73, W 3821.67 FT, N 3528.73 FT TO SLY R/W CARROLL ST, S 84 DEG E 2934.91 FT TO POC, CONC NLY, RAD 989.63 FT, ELY 298.79 FT TO PORC, CONC SWLY, RAD 75 FT, SELY 113.71 FT, S 15 DEG E 70.31 FT TO POC, CONC NELY, RAD 1200 FT, SELY 415.24 FT, S 34 DEG E 240.95 FT TO POC, CONC SWLY, RAD 1100 FT, SELY 520.94 FT, S 484.10 FT, W 340.00 FT, N 660.00 FT, W 330 FT, S 720.00 FT, E 670.00 FT TO W R/W THACKER AVE, S 1559.92 FT TO POB & LESS COM AT SE COR OF SEC, N 332.16 FT TO POB, W 730 FT, S 60 FT, E 730 FT, N 60 FT TO POB & LESS COM AT SELY COR TRACT 4 OF WESTON RESERVE PB 13 PGS 56-59, E 727.50 FT, S 1151.49 FT TO PT ON NON-TAN CURVE AND POB, CONC SELY, RAD 1499.89 FT, CH S 08 DEG W, SWLY 434.51 FT, S 805.92 FT TO POC, CONC NWLY, RAD 30 FT, CH S 47 DEG W, SWLY 49.99 FT TO N R/W CARROLL ST EXT, S 84 DEG E 95.81 FT, N 1273.43 FT TO POB LESS BEG AT THE NW COR OF TRACT B KISSIMMEE ELEMENTARY SCHOOL PB 12 PG 162; N 2071.02 FT TO PT ON SLY R/W OF CARROLL ST, S 84 DEG E 80.37 FT, S 2,062.43 FT, W 80 FT TO POB

A. Settlement Statement		U.S. Department of Housing and Urban Development		OMB Approval No. 2502-0265	
B. Type of Loan					
1. ☐ FHA 2. ☐ RHS 3. ☐ Conv. Unins 4. ☐ VA 5. ☐ Conv. Ins 6. ☒ Cash 7. ☐ Other					
8. File Number 2024-157		9. Loan Number		10. Mortgage Insurance Case Number	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.					
D. NAME AND ADDRESS OF BORROWER:		City of Kissimmee 101 Church Street, Ste 500, Kissimmee, FL 34741			
E. NAME AND ADDRESS OF SELLER:		Bronsons LLP			
F. NAME AND ADDRESS OF LENDER:					
G. PROPERTY LOCATION:		N. Thacker Avenue Kissimmee FL 34741			
H. SETTLEMENT AGENT		Oliver Title Law 10967 Lake Underhill Road, Suite 108, Orlando FL 32825 (407) 249-5050			
PLACE OF SETTLEMENT		10967 Lake Underhill Road, Suite 108, Orlando FL 32825			
I. SETTLEMENT DATE:		10/07/2024		DISBURSEMENT DATE	
				10/07/2024	
J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction		
100. Gross Amount Due From Borrower			400. Gross Amount Due To Seller		
101. Contract Sales Price		4,340,000.00		401. Contract Sales Price	
102. Personal Property				402. Personal Property	
103. Settlement charges to borrower (line 1400)		144,556.00		403.	
104.				404.	
105.				405.	
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance		
106. City/Town taxes				406. City/town taxes	
107. County taxes				407. County taxes	
108.				408.	
109.				409.	
110.				410.	
111.				411.	
112.				412.	
120. Gross Amount Due From Borrower		4,484,556.00		420. Gross Amount Due To Seller	
200. Amounts Paid By Or In Behalf Of Borrower				500. Reductions In Amount Due To Seller	
201. Deposit or earnest money		50,000.00		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)				502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to	
204.				504.	
205.				505.	
206.				506.	
207.				507.	
208.				508.	
209.				509.	
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller		
210. City/Town taxes				510. City/Town taxes	
211. County taxes 01/01/2024 to 10/07/2024		24.13		511. County taxes 01/01/2024 to 10/07/2024	
212. Assessments				512. Assessments	
213.				513.	
214.				514.	
215.				515.	
216.				516.	
217.				517.	
218.				518.	
219.				519.	
220. Total Paid By/For Borrower		50,024.13		520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower				600. Cash At Settlement From/To Seller	
301. Gross Amount due from borrower (line 120)		4,484,556.00		601. Gross Amount due to Seller (line 420)	
302. Less amounts paid by/for borrower (line 220)		50,024.13		602. Less reductions in amount due seller (line 520)	
303. CASH From BORROWER		4,434,531.87		603. CASH To SELLER	
				4,309,096.87	

We, the undersigned, identified in Section D hereof and Seller in Section E hereof, hereby acknowledge receipt of this completed Settlement Statement (Pages 1 and 2) on October 7, 2024.

Buyer City of Kissimmee, Michael Steigewald, President

Seller Bronsons LLP, Brenda Bronson,

DRAFT

L. SETTLEMENT CHARGES					
700. Total Real Estate Broker Fees				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:					
701.					
702. \$130,200.00 to Capital Stack Real Estate LLC					
703. Commission paid at settlement				130,200.00	
704.					
705.					
706.					
800. Items Payable In connection with Loan					
801. Loan Origination Fee				to	
802. Loan Discount				to	
803.					
804.					
805.					
806.					
900. Items Required By Lender To Be Paid In Advance					
901. Interest from				From 10/07/2024	To 11/01/2024
902. Mortgage insurance premium					
903. Hazard Insurance premium					
904.					
905.					
1000. Reserves Deposited With Lender					
1001. Hazard Insurance					
1002. Mortgage Insurance					
1003. City property taxes					
1004. County Property Taxes					
1005. Annual assessments					
1006.					
1007.					
1008. Aggregate Adjustments					
1100. Title Charges					
1101. Settlement Fee				to Oliver Title Law	499.00
1102. Pre/Post Closing Fee				to Oliver Title Law	499.00
1103. Title Search Fee				to Oliver Title Law	225.00
1104. Municipal Lien Search Fee				to TFG Property Reports	180.00
1105. Survey Fee					
1106.					
1107. Attorney's fees					
1108. Title Insurance				to Old Republic National Title Insurance Company/ATFS	13,425.00
1109. Lender's coverage @ \$.00					
1110. Owner's coverage \$4,340,000.00 @ \$ 13,425.00					
1111.					
1112.					
1113.					
1200. Government Recording and Transfer Charges					
1201. Recording fees:		Deed \$27.00	Mortgage	Releases	27.00
1202. City/county tax/stamps		Deed	Mortgage		
1203. State tax/stamps:		Deed \$30,380.00	Mortgage		30,380.00
1204.					
1205.					
1300. Additional Settlement Charges					
1301. Estoppel Reimbursement Fee				to Oliver Title Law	
1302. Transaction Fee				to Lbroker	
1303. Transaction Fee				to Capital Stack Real Estate LLC	
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES				144,556.00	30,879.00

Buyer City of Kissimmee, Michael Steigewald, President

Seller Bronsons LLP, Brenda Bronson,

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____ Date: _____

DRAFT

ITEM 7.F

Intergovernmental Transfer Agreement for Medicaid Managed Care Organization Payment Program

Request

Approval of an Intergovernmental Transfer (IGT) agreement with the Agency for Health Care Administration (AHCA) to continue receiving supplemental payments for Medicaid patients transported by the Fire Department.

Explanation

Since 2016, a program has been in place for Public EMS providers in the state of Florida to receive Public Emergency Medical Transportation (PEMT) Medicaid Fees for Service (FFS) Supplemental Payment reimbursements. To date, the City has received \$3,311,359.24 through the PEMT FFS program. In June of 2020, the Commission approved the City to enter into agreements with the seven Medicaid Managed Care Organizations (MCOs) in our region to receive additional supplemental payments for Medicaid patients transported by the Fire Department. The PEMT program provides supplemental payments to eligible public entities that meet specific requirements and provide emergency medical transportation to Medicaid recipients.

In order to continue to receive these funds, the City needs to execute a Letter of Agreement (LOA) with AHCA for IGTs not to exceed \$616,024.86 for FY24-25. These funds are included in the City's FY24-25 Budget. Once executed, the City can expect to receive an estimated net total of approximately \$822,278.75 in reimbursements from the MCOs.

Recommendation

Staff recommends approval of the IGT agreement with AHCA.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. (S) 2024-25 PEMT LOA-Kissimmee Fire Department

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2024, by and between **City of Kissimmee** (the "IGT Provider") on behalf of **Kissimmee Fire Department**, and the State of Florida, **Agency for Health Care Administration** (the "Agency"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

"Intergovernmental Transfers (IGTs)" means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

"Medicaid" means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

"Public Emergency Medical Transportation (PEMT)," pursuant to the General Appropriation Act, Laws of Florida 2024-231 is the program that provides supplemental payments for eligible Public Emergency Medical Transportation (PEMT) entities that meet specified requirements and provide emergency medical transportation services to Medicaid beneficiaries.

A. GENERAL PROVISIONS

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2024-2025, passed by the 2024 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$616,025.87**. The IGT Provider and the Agency have agreed that these IGT funds will only be used for the PEMT program.
2. The IGT Provider will return the signed LOA to the Agency.
3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$616,025.87**. The IGT Provider will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2024 through June 2025 are due to the Agency no later than October 31, 2024, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.
4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.

a. AUDITS AND RECORDS

- i. The IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.
- ii. The IGT Provider agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
- iii. The IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

- i. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
- ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.
- iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

c. MONITORING

- i. The IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

d. ASSIGNMENT AND SUBCONTRACTS

- i. The IGT Provider agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.
- 5. This LOA may only be amended upon written agreement signed by both parties. The IGT Provider and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
 - 6. The IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-

direct any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

7. The IGT Provider agrees the following provision shall be included in any agreements between IGT Provider and local providers where IGT funding is provided pursuant to this LOA. Funding provided in this agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program and used secondarily for other purposes.
8. This LOA covers the period of July 1, 2024, through June 30, 2025, and shall be terminated September 30, 2025, which includes the state's certified forward period.
9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

PEMT Local Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2024-2025
Estimated IGTs	\$616,025.87
Total Funding Not to Exceed	\$616,025.87

IN WITNESS WHEREOF, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

CITY OF KISSIMMEE

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

SIGNED
BY: _____
NAME: Tom Wallace
TITLE: Deputy Secretary for Health Care
Finance and Data
DATE: _____

ITEM 7.G

State Housing Initiatives Partnership Owner-Occupied Rehabilitation Agreement between with the Osceola Council on Aging and Rosemary Holt for the property located at 1703 Smith Street

Request

Approve the execution of the State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement, Contract #20240039, between the City of Kissimmee, Osceola County Council on Aging, and Rosemary Holt in the amount of \$67,159.20 for the rehabilitation of 1703 Smith Street, Kissimmee 34744.

Explanation

The homeowner of the property located at 1703 Smith Street, Rosemary Holt, has been qualified and meets all the requirements of the City's Owner Occupied Rehabilitation Program. The approved nonprofit acting as a general contractor for the City's program, Osceola County Council on Aging, has provided a quote of \$65,659.20 to complete the work needed on the property. An amount of \$1,500 has been added to the quote to cover the closing costs for the transaction. After completion of the rehabilitation, the mortgage and the note placed on the property in the amount of \$67,159.20 will be modified to reflect modifications in the event the final amount changes.

Per the program's guidelines, the assistance will be provided in the form of a forgivable, deferred loan with a term of 10-years as long as the homeowner does not default on the conditions of the loan. Default on the loan during the 10-years will occur if: (1) the property goes into foreclosure; (2) death of all parties listed on the mortgage; (3) the property is used as rental property; (4) sale of the property prior to the end of the 10-year anniversary of closing; (5) cash equity is taken out within the 10-year loan term; (6) the destruction or abandonment of the improvements on the subject property; (7) failure to pay applicable property taxes; and, (8) failure to maintain adequate hazard insurance. The 10-year loan term is a result of the dollar amount for this particular project.

This project is being funded by the City's State Housing Initiatives Partnership (SHIP) program.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11225103 503434	SHIP 2021	Decrease	76,731.03	67,159.20

Financial Summary:

There is no fiscal impact on the General Fund since this is a grant-funded project.

Recommendation

Approve the execution of the State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement between the City of Kissimmee, Osceola County Council on Aging, and City of Kissimmee

Rosemary Holt in the amount of \$67,159.20 for the rehabilitation of 1703 Smith Street, Kissimmee 34744.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):

1. (S) SHIP COA Construction Agreement Holt 1703 smith st

**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
OWNER-OCCUPIED REHABILITATION AGREEMENT**

THIS AGREEMENT is made on _____ 2024 between **Rosemary Holt, A.K.A. Rose Frederick Holt** residing at **1703 Smith St, Kissimmee, Florida 34744**, (the "**OWNER**"), and Osceola Council on Aging (the "**COA**"), a Florida corporation whose address is 700 Generation Pt, Kissimmee, FL 34744, and the City of Kissimmee (the "**CITY**"), a Florida municipal corporation whose address is 101 Church Street Kissimmee, Florida 34741.

WITNESSETH:

WHEREAS, CITY adopted the Local Housing Assistance Plan (LHAP) and participates in the State Housing Initiatives Program (SHIP) as well as other federal, state, and local funding programs to make affordable housing available to very low-income and low-income residents of the **CITY**; and

WHEREAS, CITY can provide grants to qualified homeowners to make particular home repairs; and

WHEREAS, OWNER applied for financial assistance for the substantial rehabilitation of her primary residence through the **CITY's** SHIP Program (the "Project"); and

WHEREAS, OWNER desires to engage **COA** to perform certain work at **1703 Smith St, Kissimmee, Florida 34744** (the "Property"); and

WHEREAS, OWNER desires to utilize all services provided by the **CITY** in connection with said Project; and

NOW THEREFORE, the Parties hereto do mutually agree as follows:

Section 1. Employment of Contractors: **OWNER** hereby engages **COA** to perform the services and supply the materials (sometimes referred to as "work") set forth in this Agreement and the Exhibits described in Section 2 below.

Section 2. Scope of Services: It is understood that except as otherwise specifically stated in this Agreement, **COA** shall provide and pay for all materials, labor, tools, equipment, transportation, superintendents and construction labor of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the term of this Agreement. Further responsibilities associated with the Project are elaborated in the Scope of Work, attached hereto and incorporated herein as Exhibit "A". The Parties to this Agreement acknowledge and hereby agree to comply with the provisions of the following Exhibits attached hereto, all of which are made a part of this Agreement.

COA, OWNER, and CITY agree to:

1. Scope of Work – Exhibit "A"

OWNER and CITY agree to:

2. Mortgage Deed – Exhibit "B"
3. Promissory Note – Exhibit "C"

Section 3. Certification: **OWNER** hereby certifies that she received, read, and

understands the rehabilitation contract terms, the Scope of Work, the general rehabilitation and construction process, and the services to be offered and performed on the Property.

Section 4. OWNER Responsibilities:

a. **OWNER** shall grant access to the Property during normal business hours to all parties involved in the rehabilitation process, including **COA**, anyone hired by **COA** to perform services, and the **CITY**. **COA** shall have easy access in and around the area of the home for operation of equipment necessary for the rehabilitation process. **OWNER** is required to move out of the Property and remove all personal items and pets in or associated with the location site throughout the duration of construction and until **COA** deems the property safe for occupancy.

Failure to allow **COA** access may result in termination of this Agreement and require repayment by the **OWNER** of all funds advanced to **COA** on the **OWNER**'s behalf and any additional damages **COA** seeks from the **OWNER** and/or the **CITY**.

b. **OWNER** shall provide **COA** the use of power and water as needed to complete the repairs at no cost to **COA** or **CITY**.

c. **OWNER** shall be responsible for moving all personal possessions from the areas where work will be completed at minimum 48 hours prior to work commencing. Work will not commence until all personal property, inhabitants and vehicles have been removed from the Property. Neither **COA** nor the **CITY** shall be responsible for any damage caused to **OWNER**'s personal property resulting from **OWNER**'s failure to remove same from the Property. **COA** shall provide **OWNER** with a portable onsite storage container for safekeeping of belongings during construction. **CITY** and **COA** are not responsible for any damage that may occur to **OWNER**'s personal property due to the use of a portable onsite storage container.

d. Before any repair work begins on the Property, **OWNER** shall participate in a walk-through with a representative from the **CITY** and **COA** to determine:

1. Final assessment of work that will be done at the Property;
2. Contractor's work schedule at the Property;
3. Specifications, materials, and methods that will be used to perform the work; and
4. Removal of debris and surplus material from the Property.

e. **OWNER** shall sign, post, and record with the Clerk of the Circuit Court and post a Notice of Commencement as required by Fla. Stat. § 713.13 before any work under this Agreement commences.

f. **OWNER** shall cooperate with **CITY** and **COA** to achieve the goals and objectives set out in this Agreement.

Section 5. CITY Responsibilities:

a. **CITY**'s duties under this Agreement are limited to approving the Scope of Work to be performed, providing final approval of the completed work, and rendering direct payment to **COA** for the agreed upon repairs.

b. **CITY** represents that as of the date of this Agreement it has sufficient SHIP funds available to make payment for the repair work in the actual amount invoiced up to but not to exceed **SIXTY-FIVE THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND 20/100 CENTS (\$65,659.20)** and that it will retain said funds to pay for the agreed upon repair to **OWNER'S** principal residence.

CITY shall charge **OWNER** an additional **ONE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$1,500.00)** to pay for closing costs. This amount is only an estimate and it may be adjusted in the total mortgage when the work is completed. The amount of encumbered funds for this Project is anticipated to total **SIXTY-SEVEN THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS AND 20/100 CENTS (\$67,159.20)**

c. **CITY** shall not be responsible for any cost overruns in excess of the **SIXTY-FIVE THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND 20/100 CENTS (\$65,659.20)** stated in subsection (b) above or for any work not expressly approved by **CITY** as set forth in Exhibit "A". **COA will be paid directly by the CITY for the completed work.**

d. **CITY** shall cooperate with **OWNER** to achieve the goals and objectives set forth in Exhibit "A".

e. If work can not be completed by **December 27, 2024**, or approximately **120** days from the issuance of the first **CITY** permit, the City will seek an extension for the use of the funds from the Florida Housing Finance Corporation and, if granted, an amendment to this Agreement will be initiated.

Section 6. COA's Responsibilities:

a. **COA** agrees to protect, defend, and indemnify the **CITY** from any claims for work, labor, or materials with respect to the **COA's** performance. Final payment shall not be due until **COA** 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, the **COA's** performance.

b. **Work and Completion Time:** **COA** agrees to direct, supervise and manage all labor, accept and approve materials, provide equipment, obtain permits, maintain all applicable licenses, providing for the exclusion applicable to **COA** pursuant to Fla. Stat. § 489.103(18), and co-ordinate other services for the proper rehabilitation of the 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 standard practices. The estimated completion date for this project is on or about **December 27, 2024**, or approximately **120** days from issuance of the first **CITY** permit.

c. **Time of Commencement:** **COA shall not commence any work** until the **CITY** issues the written Notice to Proceed. Work shall begin no later than TEN (10) days after the receipt of the Notice to Proceed.

d. **Contractor's Insurance:** **COA** shall be responsible for all damages to persons or property that occur on the job site or adjacent thereto as a result of the **COA's** fault or negligence in connection with this Agreement. **COA** 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 **CITY** as an additional insured.

e. **Subcontracts:** All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work on the Project, but this shall not relieve **COA** from any responsibility to the Owner for the proper completion of all work to be executed under this Agreement, and **COA** shall not be released from any responsibility resulting from all sub-contractual agreements between **COA** and a third party for completion of the work. **COA** shall be required to furnish to **OWNER** and **CITY**, in writing, a list of names of all subcontractors proposed for the principal parts of the work within TEN (10) days of the Notice to Proceed.

f. **COA** shall conduct, supervise, and direct the work using **COA's** best skills and attention without interruption or interference.

g. **COA** shall provide **OWNER** and **CITY** with evidence that **COA** 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 local building inspectors.

h. **COA** shall not employ any unfit or underage person or anyone not skilled in the task assigned to them.

i. **COA** shall not assign this Agreement without the express written consent of the **OWNER** and **CITY**.

j. **COA** shall be responsible for the acts and omissions of its contractors, agents and employees, and all subcontractors, their agents 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.

k. **COA** shall keep the premises free from the accumulation of waste materials or rubbish caused by **COA**'s work on a daily basis. All waste materials and debris from the rehabilitation shall be in an area outside, designated by **OWNER** at the pre-construction conference or otherwise in writing and be removed upon completion of the work.

l. **COA** shall permit the appropriate **CITY** employees to examine and inspect the work performed pursuant to this Agreement at any reasonable time and in any reasonable manner.

m. **COA** shall be liable for any inspection or re-inspection fees.

n. **COA** shall obtain the **OWNER**'s approval of all finish material, products and colors as described in Exhibit "A" to be used in this rehabilitation. All colors chosen by the **OWNER** and **COA** shall be of a neutral color.

Section 7. Subcontracting: **COA** shall not be required to employ any subcontractors against whom it has a reasonable objection. **COA** agrees that it is as fully responsible to **OWNER** for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by it, as it is for the acts and omissions of itself or of any persons directly or indirectly employed by it. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the **OWNER** or the **CITY**.

Section 8. Equal Employment Opportunity: During the performance of this Agreement, **COA** agrees as follows: (1) **COA** will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, gender or sexual orientation. **COA** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, gender or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. **COA** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the **CITY** setting forth the provisions of this nondiscrimination clause; (2) **COA** will, in all solicitations or advertisements for employees placed by or on behalf of **COA**, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, gender or sexual orientation; (3) In the event of **COA**'s noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and **COA** may be declared ineligible for further entering into contracts with the **CITY** in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Section 9. Time for Performance: All work to be performed by **COA** is estimated to be completed by **December 27, 2024** or approximately **120** days from issuance of the first **CITY** permit. If **COA** refuses or fails to perform the work, the **CITY** may, by written notice to **COA**, terminate its right to proceed with the remainder of work under Exhibit "A" that has not yet been initiated or completed. In such event, **OWNER** may take over the work to complete performance of this Agreement. If **COA**'s

right to proceed is terminated, **OWNER** and **COA** shall defer to the terms of **COA** and **OWNER's** Homeowner Repair Agreement.

Section 10. Changes: It is agreed by the Parties hereto that all changes mutually agreed upon shall be in writing and signed by the Parties.

Section 11. Lien On Property: **OWNER** acknowledges and understands that **CITY** shall place a mortgage lien upon his/her property. The lien amount shall equal the total cost of rehabilitation plus, at the discretion of the **CITY**, the cost of documentary stamps, recording fees, surveys, title searches and any other fees or closing costs related to the rehabilitation process. In the event of any transfer, devise or change in ownership voluntarily or otherwise within **TEN (10)** years from the date of executing the mortgage and note, the mortgage shall become due and payable.

Section 12. Mortgage Modification: In the event the final cost of rehabilitation exceeds the mortgage and note, **OWNER** covenants and agrees to execute a Mortgage Modification Agreement for the final principal amount of assistance. Said Mortgage Modification Agreement shall be prepared by the **CITY** and recorded in the Public Records of Osceola County, Florida.

Section 13. Release of Liens: **COA** shall submit to **OWNER** and **CITY** proof of payment of all potential liens and a release of all liens prior to final payment of the consideration set forth herein.

Section 14. Compensation: **OWNER** agrees to compensate **COA** the actual amount invoiced up to but not exceeding **SIXTY-FIVE THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND 20/100 CENTS (\$65,659.20)** for the services and materials provided herein, which sum shall be disbursed by **CITY** on behalf of **OWNER**.

Section 15. Methods of Payment: **OWNER** agrees to pay **COA** in accordance with one of the following Options:

Option A. - Payment in full after final approval and acceptance of all the work by **CITY** and **OWNER**, for contracts of \$5,000 or less.

Option B. - For contracts of more than \$5,000, **COA** may receive no more than three (3) partial payments for up to seventy-five percent (75%) of the Agreement amount with ten percent (10%) retention at each draw for completed work in place. No payment shall be made for stored materials. Progress payments shall be made by the **CITY** within 20 working days of receipt of an invoice for completed work acceptable to **OWNER** and **CITY**.

Final payment shall be made upon completion of all work to the satisfaction of **OWNER** and **CITY**, receipt of all required releases of liens from **COA**, subcontractors, laborers and materialmen, evidence of the **CITY's** Building Department's approval of work covered by permits, and an invoice from **COA**. All invoices shall list and briefly describe items of work completed and show the cost of each item as reflected in the Scope of Work and change orders (if applicable). **COA** shall also furnish **OWNER** with all manufacturers' and suppliers' guarantees and warranties covering materials and equipment furnished under this Agreement.

Section 16. Disputes: **CITY** shall, within a reasonable time, make decisions on all claims of **OWNER** or **COA** and on all other matters relating to the execution and progress of the work or the interpretation of this Agreement. **CITY's** decisions on all matters related to this Agreement shall be final.

Section 17. Workmanship: The work provided hereunder by **COA** shall be executed as indicated by the specifications, floor plans and drawings in the most sound and workmanlike manner. All work shall be performed in accordance with applicable local codes. All materials shall be new

unless otherwise expressly set forth in this Agreement. Until acceptance of the work by **OWNER**, **COA** shall be responsible for all work and shall take every necessary precaution against injury or damage to the work. **COA** shall rebuild, repair, restore and make good, at its own expense, all injuries or damages to any portion of the work occasioned by any natural causes before its completion and acceptance. Materials and equipment that have been removed and replaced as part of the work shall belong to **COA** unless specifically retained by **OWNER**.

COA shall be responsible for a general clean-up of the site after completion of the work. Trash, debris and excess materials must be hauled away and the premises cleaned and graded to a condition at least equal to that existing at the start of construction. Failure to comply fully with this requirement will result in withholding or delaying payment.

Section 18. Inspection of Work: **CITY** shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, or any public authority requires any work to be specifically inspected, tested or approved, **COA** shall give **CITY** timely notice of its readiness for inspection, and if the inspection is to be made by another authority, the **CITY** shall promptly notify the other authority. If any work should be covered without approval or consent of the **CITY**, it must, if required by **CITY**, be uncovered for examination at **COA**'s expense. If such work should be found not in accordance with this Agreement, including incorporated plans and specifications, **COA** shall make the necessary corrections. If **OWNER** deems it inexpedient to require **COA** to correct work ~~hamed~~ or not performed in accordance with this Agreement, an equitable deduction from the Agreement price shall be made. **OWNER** and/or **CITY** may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any previous payment to such extent as may be necessary to protect the **OWNER** from loss on account of defective work not remedied, claims filed, or responsible evidence indicating probable filing of claims, or failure of **COA** to make proper payment to its subcontractors or for materials and labor.

Section 19. Defects After Completion: Neither the final payment nor any provision in this Agreement nor a partial or entire use or occupancy of the premises by **OWNER** shall constitute an acceptance of work not done in accordance with this Agreement or relieve **COA** of liability in respect to any express warranties or responsibility for faulty materials or workmanship provided that the term of performance of this Agreement is not extended. **COA** shall remedy any defects in the work and pay for any damages to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work, unless a longer period of time is specified.

Section 20. Non-liability of the CITY: The rights of all contractors, subcontractors, sub-subcontractors, laborers, suppliers, and materialmen performing any work in connection with this Agreement, or furnishing any services, labor or materials thereto or to the Property, shall be subordinate and inferior to any rehabilitation lien(s) of the **CITY**. **CITY** shall not be liable to any materialmen, contractors, subcontractors, sub-subcontractors, laborers, suppliers or others for goods or services delivered by them in or upon the property or employed in the construction of any improvements thereon, or for any debts or claims accruing to any of said parties against **OWNER** or against the property; and it is distinctly understood and agreed that there is no contractual relationship, either express or implied, between **CITY** and any materialmen, contractors, subcontractors, sub-subcontractors, laborers, materialmen or any other persons supplying any work, labor or material. **OWNER** is not, and shall not be, the agent of the **CITY** for any purpose; nor shall **CITY** be the agent of the **OWNER** for any purpose, except, as to both, as may be specifically set forth herein. It is understood and agreed that no party shall be a third party beneficiary hereunder, except and unless it is specifically provided herein that any portion shall operate or inure to the use and benefit of a party, i.e., no subcontractor, sub-subcontractor or materialmen, laborer or supplier shall have any rights hereunder against **CITY**, or be entitled to the protection of any of the covenants herein contained, although such parties hereto shall be construed to create a partnership or joint venture between **OWNER** and **CITY** with respect to the funding provided by the **CITY**.

OWNER will not convey, encumber or impose a security interest on the property in any way without the consent of **CITY** (except for any lien in favor of the **CITY** and all advances made and to be made hereunder), except for those permissible conveyances made with the consent of the **CITY**, nor shall the **OWNER** assign any rights under this Agreement or any advance or portion of any advance to be made hereunder without **CITY's** prior written consent.

The authority herein conferred upon **CITY** and any action taken by **CITY** or **CITY's** agents or employees in making inspection of the premises, procuring sworn statements and waivers of liens, approving contracts and subcontracts and approving plans and specifications, will be taken by **CITY** and its agents or employees for its own protection only, and neither **CITY** nor its agents or employees shall be deemed to have assumed any responsibility to **OWNER** or any contractor or any other person or entity with respect to any such action herein authorized or taken by them or with respect to the proper construction and equipping of the Project, performance of this Agreement by **OWNER** or prevention of claims for mechanics or materialmen's liens.

To the fullest extent permitted by law, **OWNER** hereby agrees to protect, indemnify, defend and hold harmless **CITY** and its agents and employees from and against any and all liability, expense or damage of any kind or nature and from any suits, claims, or demands, including legal fees and expenses on account of any matter or thing or action or failure to act by the **CITY**, whether in suit or not, arising out of this Agreement or in connection herewith unless such suit, claim, or damage is caused solely by any act, omission or willful negligence of the **CITY**, its agents and employees.

Section 21. PUBLIC RECORDS. The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. **IF COA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, LINDA HANSELL.**

Section 22. Notice: Notices to be given by **OWNER** or **CITY** to **COA** shall be considered given for the purpose of this Agreement if mailed by regular mail to **COA**.

Section 23. Prohibition and Use of Lead-Based Paint and Elimination of Lead-Based Paint Hazard:

A. **GOVERNING LAWS AND REGULATIONS.** The following laws and regulations apply to this Project:

- 40CFR Part 745 Lead-Based Paint Poisons and Prevention in Certain Residential Structures (EPA).
- 24CFR Part 35 Lead-Based Paint Poisoning Prevention in Certain Residential Structures (HUD).
- Lead Based Paint Poisoning and Prevention Act (42 U.S.C. 4822).
- Title X Lead-Based Paint Hazard Reduction Act of 1992.

B. **APPLICABILITY** - Renovations in pre-1978 housing must be compliant with the laws and regulations described in this Section.

C. **LEAD BASED PAINT PROHIBITED** - Neither **COA** nor its subcontractors shall use or permit the use of lead-based paint in any home.

D. PROCEDURES - Notification, evaluation, reduction and on-going maintenance procedures shall be in accordance with the regulations. COA is responsible for lead hazard reduction when reduction measures are necessary and specified. All defective paint conditions in pre-1978 dwellings shall be assumed to involve lead-based paint and thus constitute health hazards that must be corrected, unless testing shows that lead is not present in painted surfaces at a level *above* 1.0 percent.

E. TREATMENT - All applicable surfaces testing positive for lead as defined herein shall be addressed and treated using methods prescribed in the regulations in order to prevent the ingestion of the contaminated paint.

F. DEFINITIONS

(i) "Applicable surface." All intact and non-intact interior and exterior painted surfaces of a residential structure.

(ii) "Lead-based paint surface." A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 mg/cm².

Section 2. Attorney's Fees and Costs: In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including fees and costs on any appeals and in any bankruptcy actions.

ESTIMATED COMPLETION DATE: December 27, 2024

THIS AGREEMENT AND ALL EXHIBITS HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

CITY OF KISSIMMEE, FLORIDA

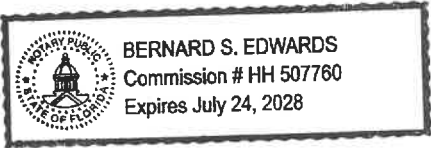
BY: _____

CONTRACTOR:
OSCEOLA COUNCIL ON AGING, INC., a Florida corporation

BY: Chuck Berkau

The foregoing instrument was acknowledged before me this 12th day of September, 2024, by means of ☒ physical presence or ☐ online notarization, Chuck Berkau as Sr. Project Manager for Council on Aging, Inc., who is personally known to me or has produced identification.

Notary Seal:



Notary: _____

Print Name: _____

My Commission Expires: _____

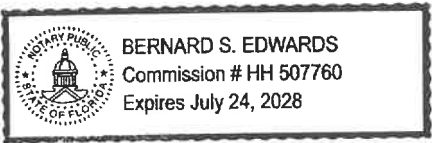
OWNER: Rose Holt

BY: _____

STATE OF FLORIDA
COUNTY OF
OSCEOLA

The foregoing instrument was acknowledged before me this 12th day of September, 2024, by means of ☒ physical presence or ☐ online notarization, by _____ as _____ for **Rosemary Holt, A.K.A. Rose Frederick Holt** who is personally known to me or has produced identification.

Notary Seal:



Notary: _____

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"
Scope of Work & Budget

Description	Cost
ROOF COVERINGS Contractor shall remove and replace existing shingle roof coverings with new 3-tab shingles. Remove and replace existing rolled roofing with new underlayment & cap sheet materials per manufacturer's spec. Existing roof sheathing shall be re-nailed to meet current OIR-1802 fastener requirements. Include up to 96 SF of wood decking repairs. Provide OIR 1802 wind mitigation report to owner upon completion. Provide 3 color choices from Contractor's locally available stock for selection by Owner. Provide 2 year leak warranty and manufacturer's material warranty upon completion. Contractor shall repair existing wood soffit & fascia as necessary. Include removal & replacement of damaged wood soffit & fascia; secure existing loose areas as necessary; repair / replace soffit screens.	\$29,016.00
GENERAL INTERIOR Contractor shall patch & repair damaged drywall and paint in random locations; and thoroughly clean all interior walls & ceilings with the appropriate chemical solution to remove surficial contamination. Repaint any effected patches and/or repairs to match existing finish.	\$4,500.00
ATTIC AND INSULATION Post-roof replacement, Contractor shall inspect and remove saturated insulation from leaking roof. Roof joists and rafters shall be inspected for signs of fungi growth. The underlying cause is elevated moisture from leaking roof in multiple locations. Once moisture infiltration issues corrected with new roof, property is dried out and effected areas removed and replaced as needed including new insulation to R-30.	\$8,900.00
FLOORING Contractor shall remove & replace carpet with new materials to match existing; provide 3 color choices for selection by owner.	\$4,500.00
ELECTRICAL SYSTEM Contractor shall replace all GFI devices with new models; replace all smoke detectors; install cover plates at all missing locations; verify breaker sizes for HVAC equipment and replace if necessary; evaluate the interior service panel and ensure the entire system is minimum 150 Amps and in good working order.	\$3,000.00
EXTERIOR DOORS Entry and two exterior doors needs to be upgraded and replaced with new materials to match existing size & style. Include new door hardware; permitting and installation per manufacturer's specifications. Hardware to include keyed entry; deadbolt with thumb turn on interior; all doors to be keyed alike. and painted to match existing.	\$3,900.00
INTERIOR DOORS Master bedroom door needs to be upgraded and replaced. Check other doors and repair or replace as needed.	\$900.00
General Contractor Overhead, Permitting and Fees @ 10%	\$5,471.60
General Contractor Contingency	\$5,471.60
TOTAL	\$65,659.20
Closing Costs	\$1,500.00
Total Contract Price	\$67,159.20

EXHIBIT "B"
Mortgage Deed

PREPARED BY AND RETURN TO:

City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

This Instrument is given to City of Kissimmee, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.

**MORTGAGE DEED FOR SHIP
REHABILITATION ASSISTANCE PROGRAM**
City of Kissimmee, Florida

THIS MORTGAGE DEED, is made and entered into this ____ day of _____, 2024, by **Rosemary Holt, A.K.A. Rose Frederick Holt** a single person hereinafter "MORTGAGOR", whose current mailing address is **1703 Smith St, Kissimmee, Florida 34744** in favor of **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter "MORTGAGEE", whose address is 101 Church St. Kissimmee, Florida 34741.

W I T N E S S E T H:

1. That for good and valuable consideration and in particular, the sum of **SIXTY-SEVEN THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS AND 20/100 CENTS (\$67,159.20)** through the issuance of that certain SHIP Program Mortgage Promissory Note in said amount and of even date herewith, attached hereto as Exhibit C (the "Note"), MORTGAGOR hereby grant, bargain, sell, promise, convey and confirm unto MORTGAGEE all of MORTGAGOR's interest in that certain parcel of real property, together with all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property located at **1703 Smith St, Kissimmee, Florida 34744**, hereinafter the "Property", the legal description and parcel identification number for which are as follows:

The South Half (1/2) of Block "LL", of ROBERT BASS' ADDITION TO THE TOWN OF KISSIMMEE CITY, according to the Official Plat thereof, as recorded in Plat Book A, Page 4, of the Public Records of Osceola County, Florida.

Parcel Identification: 15-25-29-1050-00LL-0030

2. TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments, appurtenances thereto belonging and the rents, issues and profits thereof, unto MORTGAGEE, in fee simple.

3. MORTGAGOR COVENANTS that MORTGAGOR is lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. The MORTGAGOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except for a valid first and second mortgage previously

Property in fee simple; that MORTGAGOR has good right and lawful authority to convey said land as aforesaid; that MORTGAGOR will make such further assurances to perfect fee simple title to said land in MORTGAGEE as may reasonably be required; that MORTGAGOR hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the Public Records of Osceola County, Florida as of the date hereof and/or the title insurance policy issued in connection with MORTGAGOR's granting of this Mortgage.

4. MORTGAGOR further covenants to use the improved Property as their occupied residence and that the Property shall not be sold, leased, conveyed, transferred or refinanced, which shall be deemed to include any new or additional financing without the prior, written consent of MORTGAGEE, for at least **TEN (10)** years from the date hereof except as otherwise provided in the Note, and applicable statutes and regulations.

5. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any, under the Note secured hereby, provided; however, no payments shall be due so long as the Property remains occupied by MORTGAGOR as her personal residence and the Property is not refinanced, leased, subleased, rented, transferred or conveyed to any other persons during the Affordability Period.

6. If MORTGAGOR shall fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven and be canceled on the **TEN (10)** years anniversary of this Mortgage.

7. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on the Property. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of this Mortgage and the Note, MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable Federal and State laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGOR covenants and agrees to keep the Property in good repair and to permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof, except for reasonable wear and tear.

9. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to MORTGAGEE per the written authorization of MORTGAGEE. Said insurance policy or policies shall be held by and payable to MORTGAGEE and in the event any sum of money from such insurance policy or policies become payable, MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. MORTGAGEE shall account to MORTGAGOR for any surplus monies received by MORTGAGEE.

10. MORTGAGOR covenants and agrees to pay or reimburse all costs, charges and expenses, including attorney's fees and title searches reasonably incurred or paid by MORTGAGEE because of the failure of MORTGAGORS to promptly and fully comply with this Mortgage, the Note or any other agreements, stipulations, conditions and covenants regarding the Property. Failure of MORTGAGOR to comply with any of the terms and conditions of any such instruments or covenants shall be deemed an event of default hereunder.

11. MORTGAGOR shall not execute an assumption or in any way transfer, assign or convey their obligations under this Mortgage and the Note secured hereunder without the proper written consent of MORTGAGEE.

12. Failure by MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereafter accruing.

13. If each and every agreement, stipulation, condition and covenant of either this Mortgage or the Note are not fully performed, complied with and abided by, then the outstanding, unforgiven principal balance of the Note shall forthwith or thereafter, at the option of MORTGAGEE, become due and payable. If MORTGAGOR fails to pay the sums then due, MORTGAGEE may seek all remedies allowed by law and equity to collect the full amount of the Mortgage Note, including but not limited to initiating foreclosure proceedings, obtaining a deficiency judgment against MORTGAGOR, and sale of the property.

14. REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST. MORTGAGEE requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice, at MORTGAGEES' address set forth on page one of this instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

NOTICE. Except for any notice required under applicable law to be given in another manner: (a) any notice to the MORTGAGOR provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the MORTGAGOR at the Property Address, and (b) any notice to the

MORTGAGEE shall be given by certified or registered mail, postage prepaid, sent to the **CITY** of Kissimmee; **ATTN: CITY Attorney's Office**; 101 Church Street; Kissimmee, Florida 34741-5054, or to such other address as may hereafter be designated by written notice from the MORTGAGEE to the MORTGAGOR.

15. In the event a senior mortgagee or other senior lienholder, its successors or assigns shall acquire the Property by foreclosure proceedings or by a deed in lieu of foreclosure, any lien, security interest or other provision in this instrument or the Note shall no longer be of any force or effect and such persons shall take title free and clear of all such liens.

16. Whenever used, the terms MORTGAGOR and MORTGAGEE shall include all Parties to this instrument, their heirs, successors, legal representatives and assigns and references to any Note shall mean all notes secured by this Mortgage, if more than one exists.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

Witnesses:

Mortgagor:


Signature

Yany Nunez 101 Church St
Kiss. FL 34741
Print Name/Address


Signature

Frances De Jesus 101 Church St
Kiss. FL 34741
Print Name/Address



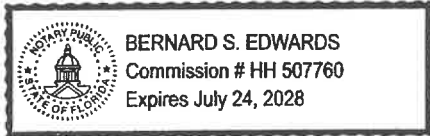
Rosemary Holt

STATE OF FLORIDA

COUNTY OF
OSCEOLA

The foregoing instrument was acknowledged before me this 12th day of September, 2024, by means of ☒ physical presence or ☐ online notarization, by _____ as _____ for **Rosemary Holt** who is personally known to me or has produced identification. *Alkla Rose Fredrick Holt

Notary Seal:



Notary: _____

Print Name: _____

My Commission Expires: _____

(End of Mortgage - Deferred Payment Promissory Note Attached as Exhibit "C")

EXHIBIT "C"

PREPARED BY AND RETURN TO:

City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

This Instrument is given to City of Kissimmee, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.

**DEFERRED PAYMENT PROMISSORY NOTE FOR
SHIP REHABILITATION ASSISTANCE PROGRAM
CITY OF KISSIMMEE, FL**

PRINCIPAL AMOUNT: **SIXTY-SEVEN THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS AND 20/100 CENTS (\$67,159.20)**

DATED DATE: _____

MATURITY DATE: _____

MAKERS: **Rosemary Holt, A.K.A. Rose Frederick Holt
1703 Smith St
Kissimmee, Florida 34744**

HOLDER: **CITY OF KISSIMMEE, FLORIDA
101 Church St.
Kissimmee, Florida 34741**

1. FOR VALUE RECEIVED, MAKERS promise to pay to the order of HOLDER the sum of **SIXTY-SEVEN THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS AND 20/100 CENTS (\$67,159.20)** on _____ 2024, in lawful money of the United States, at 101 Church Street, Kissimmee, Florida 34741, or at such other place as HOLDER may designate in writing.

2. This Promissory Note (the "Note") is secured by that certain Mortgage of even date herewith given by MAKER on certain real property, the address of which is **1703 Smith St, Kissimmee, Florida 34744**, hereinafter the "Property", the legal description and parcel identification number for which are as follows:

The South Half (1/2) of Block "LL", of ROBERT BASS' ADDITION TO THE TOWN OF KISSIMMEE CITY, according to the Official Plat thereof, as recorded in Plat Book A, Page 4, of the Public Records of Osceola County, Florida.

Parcel Identification No: 15-25-29-1050-00LL-0030

3. If MAKER fully performs, complies with and abides by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, for a period of **TEN (10) YEARS**, then this Note and the Mortgage security interest with respect thereto shall cease, determine, be deemed fully satisfied, forgiven and be canceled according to the terms and conditions contained herein.

4. If MAKER fails to use the Property in the manner as required by this instrument and the attached Mortgage or shall be in default for any of the reasons set forth below or in default of any covenant of the Mortgage Deed, then all outstanding sums due under this Note. Payment in full shall be made within TEN (10) days of the declaration of default.

5. The balance on the loan will be pro-rated with a deduction of 20% per year;

6. MAKER shall use the proceeds of this Note only for the purpose of rehabilitation of the Property in the manner as represented to HOLDER.

7. An event of default shall also include the following:

(a) Failure of MAKER to use the Note proceeds for rehabilitation of the Property.

(b) Failure to pay the outstanding principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is refinanced, rented, leased, subleased, sold, transferred, conveyed or transferred or MAKER otherwise ceases to occupy the Property as their residence prior to the maturity date or the expiration of the **TEN (10) YEAR** Affordability Period, as defined in the Mortgage Deed.

(c) Leasing or renting any part of the property within **TEN (10) YEARS** of the date of execution of this Note and the Mortgage securing it.

(d) Refinancing the property without prior consent from the **CITY**.

(e) The destruction or abandonment of the improvements on the subject Property by MAKER or her successor(s).

(f) Failure to pay applicable property taxes on the Property and improvements.

(g) Failure to maintain adequate hazard insurance on the Property and improvements.

(h) Failure to comply with the terms, conditions and use restrictions of this Note and the accompanying SHIP Mortgage Deed of even date herewith, the terms of which are incorporated herein by reference.

(i) Failure to comply with the terms of the any other mortgage on the Property.

8. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by MAKER.

9. MAKERS waive presentment, demand, protest and notice of maturity, non-payment and all other requirements necessary to hold it liable as a MAKER and endorser.

10. MAKER agrees to pay all costs of collections incurred by HOLDER, including reasonable attorney's fees, in case the principal of this Note or any other payment thereon is not paid at the respective maturity or due date thereof or in case it becomes necessary to protect the security hereof,

whether suit be brought or not. The parties agree to waive any right to trial by jury arising under this NOTE and further agree that the law to be applied in interpretation shall be the law of the State of Florida. Any action shall be heard in the appropriate court of Osceola County.

11. Upon default in payment of the principal when due or any other default under the terms of the Mortgage Deed and this Note, the whole sum of principal and any other remaining unforgiven and unpaid amount hereunder shall, at the option of HOLDER, become immediately due and payable.

12. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

[The balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, MAKER has signed and sealed this document on the day and year first written above.

Witnesses:

MAKER:

Signature

Print Name/Address

Signature

Print Name/Address

Rosemary Holt

STATE OF FLORIDA
COUNTY OF
OSCEOLA

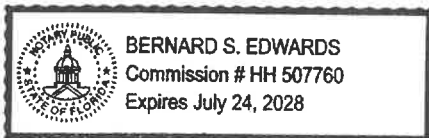
The foregoing instrument was acknowledged before me this 12th day of September, 2024, by means of ☒ physical presence or ☐ online notarization, by _____ as _____ for **Rosemary Holt** who is personally known to me or has produced identification. *Rose Frederick Holt

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____



(End of Deferred Payment Promissory Note)

ITEM 7.H

Disposal of City Assets

Request

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

Explanation

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

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

Recommendation

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

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. October 2024 Asset Disposal

City of Kissimmee
Surplus Property Auction List
Oct-24 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
DR034	2005 AEBI WALK BEHIND MOWER DR034			24503
ST160	2011 CHEETAH 61" DECK MOWER ST160			22402
TR068	WANCO ARROW BOARD TR068		5F115101771005626	20148
TR069	WANCO ARROW BOARD TR069		5F115101571005825	20149
FIRE	COMMERCIAL 2950 TREADMILL		KK940C0003431	25611
PW/STRMWTR	INGERSOLL RAND AIR COMPRESSOR			12641
PW/STRMWTR	WACKER PACKER			20452
PW/STRMWTR	PIPE GRINDING CART			14278
PW/STRMWTR	STONE COMPACTOR			14192
PW/STRMWTR	MILLER FLOOR SAW			14182
PW/STRMWTR	JUMPIING JACK COMPACTOR			12966
PW/STRMWTR	WACKER PACKER			12965
PW/TRAFFIC	EDCO ROAD GRINDER			14598
PW/TRAFFIC	NEW MARK HAND LINNER STRIPPING MACHINE			18944
PW/TRAFFIC	AMERICAN SIGNAL MESSAGE BOARD			22019
PW/TRAFFIC	GRACO THERMOLAZER		BA268	22850
PW/TRAFFIC	STOW CORE CUTTER			14595
PW/TRAFFIC	MRL HAND LINNER STRIPPING MACHINE			21120

City of Kissimmee
Surplus Property Auction List
Oct-24 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
CITY MANAGER	BROWN CHAIR			N/A
CITY MANAGER	BLUE CHAIR			N/A
CITY MANAGER	COFFEE MAKER			N/A
FLEET	ICE MACHINE			21122
PARKS	AMANA COMMERCIAL MICROWAVE			14041
POLICE	LASER LAB TINT METER		002051000019492	N/A
POLICE	LASER LAB TINT METER		000205100032657	N/A
POLICE	LASER LAB TINT METER		110005641	N/A
POLICE	LASER LAB TINT METER		LL296003870	N/A
PW/TRAFFIC	SENSE PRODUCT UPS		B10690036	20033

City of Kissimmee
Surplus Property Auction List
Oct-24 TRADE IN FOR CREDIT

AUCT#	ITEM & DESCRIPTION		MODEL	SERIAL #	CITY #
DR087	2012 JOHN DEERE 6430	DR087		1L06430BLCB722990	22057

City of Kissimmee
Surplus Property Auction List
Oct-24 SCRAP

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
	MISC ITEMS: BBQ GRILLS BENCHES PLAYGROUND PIECES FILE CABINETS HOMELESS CAMP CLEANUP			N/A
PARKS				
PW/TRAFFIC	MISC ITEMS: OLD SIGNS AND SIGN POSTS			N/A

ITEM 7.I

Change Order to Extend Completion Date for the Rehabilitation of 1124 Lindsay Way

Request

Approve the change order, contract #20240039, extending the completion date of the project to May 30, 2025 and authorize the Mayor to execute the Amendment at a later time.

Explanation

On August 6, 2024, the City Commission approved the rehabilitation of the property located at 1124 Lindsay Way, Kissimmee 34744. The agreement stated a completion date of December 31, 2024. However, the Council on Aging, which is acting as the contractor on this project, was recently advised that each individual modular home needs the State of Florida's approval before construction. Palm Harbor, the manufacturer, provided an estimate of 5 to 6 weeks for engineered plans and 5 weeks to build. Osceola Council on Aging is requesting the City extend the completion date until May 30, 2025.

The Owner Occupied Rehabilitation Agreement between the City, Osceola Council on Aging, and Norman Alan Fraser will be amended accordingly and given to the Mayor for her signature at a later time.

Recommendation

Approve the change order, Contract #20240039, extending the completion date of the project to May 30, 2025 and authorize the Mayor to execute the Amendment at a later time.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. Change Order #001

EXHIBIT E
CHANGE ORDER # 001

OWNER NAME	Norman Alan Fraser
PROPERTY ADDRESS	1124 Lindsay Way, Kissimmee, FL 34744
CONTRACTOR NAME	Osceola Council on Aging

The Contract for Rehabilitation Work entered into on August 6, 2024, 2024 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.	Estimated Completion Date 12/31/2024 to 03/30/2025	0.00
2.		
3.		
TOTAL CHANGE ORDER AMOUNT		0.00

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by \$ 0.00 for a new total of \$ 346,431.00.

The work completion deadline is 12/31/2024. The deadline is: ☒ extended to May 30, 2025 ☐ not extended

Chuck Birk 09/23/2024
Contractor Signature Date

Norman Fraser 23 SEPT 2024
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

ITEM 7.J

Tyler Software Service Agreement

Request

Approval of the Software as a Service (SaaS) Agreement with Tyler Technologies for the amount of \$587,264.

Explanation

The City purchased Tyler Technologies Enterprise Resource Planning and Enterprise Permitting and Licensing suites in 2018. The software is currently installed on-premise using City Resources and the City pays an annual maintenance fee to Tyler Technologies for version upgrades, product enhancements and technical support. The Company is transitioning its customers to a cloud-based model. This model is called Software as a Service (SaaS). The City will pay an annual fee to Tyler Technologies which will cover the costs to utilize the software and all associated hardware costs for server infrastructure, security and data backup and recovery. The City will retain all ownership of data and the perpetual license initially purchased. The agreement will automatically renew for two additional years. The annual SaaS fee will not increase by more than 5% annually. The difference between what the City currently pays for annual maintenance and the new SaaS fee will be offset over time as the City reduces its investment in on-premise infrastructure,

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10460103 505456	TBD		\$ 587,000	\$ 587,264

Financial Summary:

The City has the option to allow this agreement to renew automatically for two additional years with an annual increase not to exceed 5% per year.

Recommendation

Approval of the Tyler Technologies Software as a Service (SaaS) Agreement in the amount of \$587,264.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology
Presenter:

Attachment(s):

City of Kissimmee

1. (S) - TylerTechnologies Software As a Service Agreement



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Kissimmee, Florida.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms

and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same

information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the

Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts

to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE**

LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement
Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Kissimmee, Florida

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Kissimmee
101 Church Street
Kissimmee, Florida 34741-5054
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

Tyler sales quotation(s) inserted on the following pages.

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Quoted By: Cindy Chase
 Quote Expiration: 08/06/24
 Quote Name: City of Kissimmee - ERP - SaaS
 (Up to 125 CCUs)
 Quote Description: Enterprise ERP SaaS - FY25
 SaaS Term 1.00

Sales Quotation For:

Shipping Address:

City of Kissimmee
 101 Church St
 Kissimmee FL 34741-5054

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	\$ 56,783.00
Bid Management	1	0	\$ 7,374.00
Capital Assets	1	0	\$ 17,035.00
Cash Management	1	0	\$ 11,922.00
Contract Management	1	0	\$ 7,374.00
eProcurement	1	0	\$ 11,357.00
Inventory	1	0	\$ 17,035.00
Project & Grant Accounting	1	0	\$ 12,487.00
Purchasing	1	0	\$ 28,957.00
Human Resources Management			
Employee Expense Reimbursement	1	0	\$ 6,393.00
HR Management	1	0	\$ 8,898.00
Payroll w/ESS	1	0	\$ 11,553.00
Recruiting	1	0	\$ 2,704.00

Risk Management	1	0	\$ 2,950.00
Revenue Management			
Accounts Receivable	1	0	\$ 14,749.00
Cashiering	1	0	\$ 22,615.00
General Billing	1	0	\$ 6,883.00
Civic Services			
Business Management Suite	10	0	\$ 12,860.00
Civic Access - Business Management	1	0	\$ 12,865.00
Civic Access - Community Development	1	0	\$ 12,865.00
Community Development Suite	54	0	\$ 70,902.00
Decision Engine	1	0	\$ 9,599.00
e-Reviews	1	0	\$ 25,730.00
Enterprise Permitting & Licensing Mobile	25	0	\$ 12,125.00
Enterprise Permitting & Licensing View Only License	15	0	\$ 5,520.00
Enterprise Service Requests	1	0	\$ 12,746.00
Report Toolkit	1	0	\$ 2,144.00
Content Management			
Content Manager Core	1	0	\$ 22,123.00
Data Insights			
Enterprise Analytics and Reporting	1	0	\$ 51,719.00
Additional			
BMI ASSET TRACK INTERFACE	1	0	\$ 2,851.00
BMI CollectIT INTERFACE	1	0	\$ 2,851.00
Forms Processing Doc Origin Software	1	0	\$ 10,652.00
GIS	54	0	\$ 13,932.00
Integrations			
API Toolkit Bundle	1	0	\$ 27,746.00
Subscription Fees			
Concurrent Users	125	0	\$ 0.00
Recurring Services			
Data Access Services	1	0	\$ 3,000.00

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Planning Services	1	\$ 27,965.00	\$ 0.00	\$ 27,965.00	\$ 0.00
TOTAL				\$ 27,965.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 559,299.00
Total Tyler Services	\$ 27,965.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 27,965.00	\$ 559,299.00
Contract Total	\$ 587,264.00	

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

2024-453457-H7N8L6

CONFIDENTIAL

Page 3

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the

Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 1 unique business transactions, 1 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Data Access Services



Quoted By: Cindy Chase
 Quote Expiration: 11/30/24
 Quote Name: City of Kissimmee - Enterprise Payments
 Quote Description: Payments
 SaaS Term: 1.00

Sales Quotation For:

Shipping Address:

City of Kissimmee
 101 Church St
 Kissimmee FL 34741-5054

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Integrations			
Cashiering API	1	40	\$ 7,884.00
SnapLogic - Up to 5 Integrations	1	0	\$ 4,000.00
TOTAL		40	\$ 11,884.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Cashiering Interface: GB/AR	1	\$ 866.00	\$ 0.00	\$ 866.00	\$ 173.00
Remote Implementation	40	\$ 200.00	\$ 0.00	\$ 8,000.00	\$ 0.00
TOTAL				\$ 8,866.00	\$ 173.00

Payments

2024-459281-B8K1M0

CONFIDENTIAL

Page 1

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees										
Enterprise ERP										
Tyler Enterprise Payments	Ambulance		3.95%	\$ 2.50				X	X	
Payments - Other Fees										
Enterprise ERP										
Payer eCheck Cost		\$ 1.95								
eCheck Rejects		\$ 5.00								
Credit Card Chargebacks		\$ 15.00								
Payer Card Cost	Per card transaction with Visa, MasterCard, Discover, and American Express.									
Payer eCheck Cost	Per electronic check transaction.									
eCheck Rejects	When an eCheck transaction comes back as declined (e.g bounced check)									
Credit Card Chargebacks	If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)									

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 11,884.00
Total Tyler Services	\$ 8,866.00	\$ 173.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 8,866.00	\$ 12,057.00
Contract Total	\$ 20,923.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for

migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. Other Tyler Software and Services.
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning



- document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term, for the products listed in Exhibit A, Schedule 1.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. **Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D

Third Party Terms

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

ITEM 7.K

Award Oak Street Backstop renovations to MVB & Associates, Inc.

Request

Award the Oak Street Backstop renovations to MVB & Associates, Inc. in the amount of \$157,595 through the Construction and Renovation Contract # 20230206 (continued service) and authorize the City Manager to execute any agreements or amendments related to this award.

Explanation

The Parks and Recreation Department would like to renovate the backstops at the Oak Street baseball facility, which will include block wall, concrete, rebar, padded mats and black netting to ensure a long-lasting and structurally sound project. The current backstop needs major repairs due to age, weather and usage, causing safety concerns. In collaboration with our Public Works, Facilities division, it was determined that this project can be successfully completed using one of the City's continued service contractors MVB & Associates, Inc, contract # 20230206, in the amount of \$157,595.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150206-506393	PR2308	Decrease	\$181,279	\$157,595

Financial Summary:

The funds are currently available for this project in PR2308. The balance of these funds will be used to then renovate the Denn John ballfield backstops.

Recommendation

Award Oak Street Backstop renovations to MVB & Associates, Inc. and authorize the City Manager to execute any agreements or amendments related to this award.

REQUESTED CITY COMMISSION ACTION:

Approve

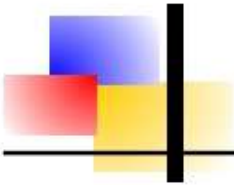
Department: Parks & Recreation

Presenter:

Attachment(s):

1. Oak Street Park- Baseball Backstop Replacement
2. Mvb & Associates Agreement (3)_Jun-07-2023_completed

City of Kissimmee



MVB & ASSOCIATES, INC.
2455 Underwood Avenue, Saint Cloud, FL 34771
General Contractors-CGC1504484 Phone: (407) 578-9595

Mr. John Vandevere
Parks and Land Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

RE: Oak Street Park- Baseball Backstop Replacement
4-Sep-2024

QUOTE

SCOPE	AMOUNT
1 Obtain a building permit from the City of Kissimmee.	
2 Demolish the existing chain link fabric, wood blocking, and padding from the backstops at three baseball fields at Oak Street Park (approximately 100' x 22' each). Existing posts shall remain and be utilized for the new backstops.	
3 Demolish existing concrete sidewalks adjacent to the three backstops, as necessary for footing installation (approximately 100' x 1' each).	
4 Excavate, prep, and pour new concrete footings approximately 100' long x 18" wide x 8" deep; with two #4 rebars running the length of the footing, and #4 vertical rebar every 4' on center.	
5 Construct new CMU knee-walls as the bases for the new backstops (approximately 100' long x 8" wide x 36" tall). Knee-walls shall have all cells filled solid with grout/concrete and solid CMU wall caps.	
6 Paint the existing 4" backstop posts black.	
7 Paint the new CMU walls. Color shall be selected by owner.	
8 Provide new baseball netting for backstops (approximately 100' x 22' each).	
9 Provide new baseball netting from backstops to concessions building (approximately 22' x 20' each).	
10 Provide new vinyl faced padding on inside of CMU- (approximately 100' x 3' each).	
11 Clean up and remove all debris caused by our construction.	

Total \$ 157,595

This quote is based on the information you provided via email and the scope of work described during our job site meetings on August 9.

*Engineered drawings are not included in this price.

*We have not included any costs for locating, moving, or repairing any underground utilities that we may encounter.

*We have not included any costs for regrading or restoring the baseball field clay, which we will need to disturb to install the footing.

*Our price is based on performing the work on all three fields simultaneously.

*Work shall be performed during normal business hours. We have not included costs for night or weekend work, or for overtime due to expedited schedule requests.

*Temporary utility connections (electric and water) to be available on-site for our use during construction.

*This quote is valid for 30 days.

AGREEMENT between CITY OF KISSIMMEE

and

MVB & Associates, Inc. for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and MVB & Associates, Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under \$500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I 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 shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.
- 3. SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".
- 4. OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:
 - A.** It is understood that 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 City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. 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. 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 City in accordance herewith.
- C. 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. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.
- E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

- A. The Contractor has represented to the City 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 City's stated Scope of Services and traditional 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.

7. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed \$500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."
- B. 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. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

- 8. TERMINATION.** Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City 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 City 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 City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

- A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, 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 limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. AUTOMOBILE 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. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;
 4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars (\$50,000.00) any single occurrence;
 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
 6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00) per year;
 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 City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's 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. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

- a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

- b. The Contractor shall provide the City'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:

- i. The name of the insured Contractor,
 - ii. The specified job by name and job number,
 - iii. The name of the insurer,
 - iv. The number of the policy,
 - v. The effective date,
 - vi. The termination date,
 - vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
 - viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

- c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, 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.

- d. 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 City.
- e. The City 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.
- f. 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 City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. 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.

13. 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 Kissimmee, 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.

14. 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, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

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 City, 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 City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure 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 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.
5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. 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 City 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 benefit, 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.

16. **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.
17. **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.
18. **INDEMNIFICATION.** The Contractor agrees to be liable for any and all damages, losses, and expenses incurred, by the City, 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 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 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.
19. **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 denied 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.
20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files 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 City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.
21. **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.
22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

- 23. 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.
- 24. 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 or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.
- 25. 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
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR: Christian Simeone, Vice President
MVB & Associates, Inc.
6565 Hazeltine National Dr
Suite 12
Orlando, FL 32822
Phone: 407.578.9595
Email: christian@mvgbc.com

- 26. 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.
- 27. 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.
- 28. ADMINISTRATIVE PROVISIONS.** In the event the City issues a purchase order, memorandum, letter, or any other written communication 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 City'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.

- 29. 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 City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.
- 30. 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 consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.
- 31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 32. 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.
- 33. 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.
- 34. 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 City and shall be retained by the 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. The 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. The City 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 City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

- 35. PROJECT MANAGERS.** The City 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 City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

- A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

- B. The CONTRACTOR Project Manager's contact information is as follows:

Christian Simeone, Vice President
MVB & Associates, Inc.
6565 Hazeltine National Dr
Suite 12
Orlando, FL 32822
Phone: 407.578.9595
Email: christian@mvgbc.com

36. 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, 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 the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor

agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The 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 the Contractor provide the City with products and/or services not under this Agreement, the 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.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR

By: Christian Simone - MVB & Associates.

Title: Vice President

Date: 5 May 2023

STATE OF FLORIDA
COUNTY OF

Orange

The foregoing instrument was acknowledged before me this 5 day of May, 2023, by means of ☒ physical presence or ☐ online notarization, by (name of person) Christian Simone (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary:

Print Name:

My Commission Expires:

Kyle H. Scholl
and Associates
3/31/2025



Kyle H. Scholl
Notary Public
State of Florida
Comm# HH112460
Expires 3/31/2025

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez Mayor-Commissioner

Date: Jun 07 2023



ATTEST: Linda S. Hansell

City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes

City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT “B”
Contractor’s Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:
 - Construction of sheds, small structures and covers
 - Minor Structural Repairs
 - Remodeling and/or, Renovations
 - Roofing Repairs or New Installations
 - Framing
 - Drywall Repair, Replacement or New Installation
 - Pouring or repair of Concrete Slabs, Pathways, or Structure
 - General Site Work
 - Landscaping
 - Painting
 - Stucco Work
 - Insulation
 - Finish Carpentry
 - Window and Door – New Installation or Repairs
 - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
 - Design and installation of new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
 - Demolition
 - Repair or improvement of MSTU/BU subdivision perimeter walls
 - Repair or improvement of MSTU/BU subdivision entrance features
 - Repair or improvement of MSTU/BU community cabana buildings
 - Etcetera – Other Work as Assigned to Complete Each Task Authorization
2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.
3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).
4. **Security:** The following security guidelines must be followed as part of this Agreement:

- a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.
 - b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.
 - c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.
 - d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.
 - e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.
5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.
6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.
7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.
8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.
9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.
10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
 - a. The Contractor is responsible for their Sub-Contractors.
 - b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
 - c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.
12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.
13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.
14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.
15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.
16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.
17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors and its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.
18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

- a. Contractor = the vendor, firm or company that is a party to this Contract.
- b. TA = Task Authorization, written approval and award for a specific project.
- c. PO = Purchase Order
- d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to \$5,000:** Work estimated less than or equal to \$5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to \$5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.
2. **Work greater than \$5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **\$500,000.00** unless it is deemed in the best interest of the City.
 - a) The Project Manager or designee identifies services that needs to be performed.
 - b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
 - c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre-qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
 - d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
 - i. Brief description of the work to be performed.
 - ii. Labor and material costs for each of the major elements of work. Total cost of project.
 - iii. List of sub-contractors (if any).
 - iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
 - v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
 - e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
 - f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
 - g) The City's review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
 - h) A typical Task Authorization shall include the following:

- i. Sequential Tracking Number
 - ii. Description of the work to be performed
 - iii. Special Conditions (if applicable)
 - iv. Identification of all sub-contractors to be used (subject to City approval)
 - v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
 - vi. Liquidated damages provision (if applicable)
 - vii. Milestone Schedule and date of Completion
 - viii. Pertinent Attachments
- i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.
- j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.
- k) The Contractor shall control all work.
- l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.
- m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.
- n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.
- o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

**TASK AUTHORIZATION
FORM ON THE FOLLOWING
PAGE**

Exhibit "E"
Sample Task Authorization Form

TASK AUTHORIZATION ORDER FORM

City of Kissimmee
Task Authorization

In accordance with the terms and conditions of the Agreement ref.: RFP-_____, dated: _____, the parties hereto agree to perform the work itemized below.

City Project Manager:

Date: _____ Number: _____

Contractor:

Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work

Attachment B - Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultant

Task Authorization Total: \$

Recommended By: _____

Department Administrator or delegate

Date: _____

Reviewed By: _____

Requestor

Date: _____

Contractor/Consultant Approved

Name (print)

Signature:

Date:

City Manager or Delegate Approval

Name (print)

Signature:

Date:

ITEM 7.L

Change Order No. 1 for Fire Station Mill Run Project

Request

Approval of Change Order No. 1 to amend the current contract price for the Fire Station Mill Run project (Contract # 20240408) from \$91,920 to \$103,420 to include geotechnical services.

Explanation

The City of Kissimmee originally approved a contract with KPM Franklin for the Fire Station Mill Run project in the amount of \$91,920. This total, however, did not include geotechnical services amounting to \$11,500.

This change order will increase the contract price by \$11,500, bringing the total project cost to \$103,420.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10435106-506292	ST2400	Decrease	\$338,500	\$11,500

Financial Summary:

Adequate funds are available within the Fire Station Mill Run Sales Tax project (ST2400) as allocated in the FY24 budget.

Recommendation

Approval of Change Order No. 1 to amend the current contract price from \$91,920 to \$103,420 for the Fire Station Mill Run project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Proposal FS Mill Run Civil Design

July 3, 2024

PROJECT #24-0237.MKT

R.J. Littlefield, Construction Project Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

**Subject: Mill Run Fire Station
Proposal for Professional Services**

Dear Mr. Littlefield:

KPM Franklin (KPMF) is pleased to provide the City of Kissimmee (the Client) the following proposal for professional services related to the Mill Run Fire Station project. Our services are detailed in the project understanding and scope of services described below.

Project Understanding

KPMF understands that the Client currently seeks to develop the property located at 1451 Mill Slough Road, Kissimmee FL 34741 with Osceola County PID: 14-25-29-1711-0001-00A0 into a fire station. The project site is comprised of approximately 2.49 acres with a current and future zoning classification of CG or Commercial General. It is understood that the site is within a PUD zoning. KPMF understands that use of a fire station will not present any zoning complications.

KPMF understands that the surrounding utility and stormwater infrastructure is in place and adjacent to the site, with a gravity sanitary sewer line running along Mill Run Blvd. Onsite Lift Station design is excluded. It is also understood that the level of design and plan production shall be a complete set of plans and details, sufficient for permitting and construction. Plans will be prepared over survey information being provided within this proposal. KPMF understands that other required professional services, including, but not limited to, geotechnical, architecture, traffic engineering, site lighting, and environmental shall be provided by others.

Scope of Services

KPMF has developed the following task-oriented scope of services based on our understanding of the project's design phase submittal process.

Task 1: Survey and Mapping Services

Boundary Survey: KPMF shall provide a Boundary Survey for the above referenced project along with the following tasks and clarifications:

- A Boundary Survey will be conducted for Osceola County PID: 14-25-29-1711-0001-00A0
 - Once a sufficient amount of monumentation and other evidence is located, a series of measurements will be performed and compared to the recorded descriptions of the parcel.
 - After the determination of the boundary location, KPM Franklin will set missing monumentation to convey the limits of the parcel boundary. This will also include the location of setting of property corners, block corners, or right-of-way corners (monumentation) where applicable.

- KPMF survey department will additionally provide legal descriptions (recorded or written based on the surveyor's discretion) for the subject parcel.

Topographic Survey: KPMF shall provide a Topographic Survey for the above referenced project along with the following tasks and clarifications:

- The Topographic Survey will be conducted within the provided limits with recorded data, in sufficient density, to develop a DTM (Digital Terrain Model) of the project.
- The topographic survey shall include: The location, dimensions, and material (as appropriate) of physical improvements within the project limits including concrete, pavement, driveways, utilities, drainage structures & pipes, walls, fences, signs, and buildings.
- Ground elevations are to be obtained at a 25-50 feet interval grid within the project limits to include uplands and wetland areas.
- Roadways will be located from the adjacent edge of pavement to the right-of-way.
- A 15-25 feet interval grid will be utilized on the center of curb, sidewalk, and edge of paving.
- Additional ground elevations will be located when determined necessary.
- Additional topographic locations will be obtained 30 feet beyond the survey limits.
- Visible aboveground utility locations will be acquired from field observations.
- Drainage and Sanitary Sewer Inverts will be located and pipe size with direction determined with flow.
- No other underground utilities will be located.
- Trees are to be located and identified by species and size at the breast height diameter (BHD).
 - Trees with a BHD of 4" and greater are to be located.

Survey Project Standards and Requirements

This project will adhere to the following standards and requirements:

- "Standards of Practice" set forth by the state of Florida, Department of Agriculture, defined in chapter 5j-17 of the Florida administrative code, pursuant to Section 472.027, Florida Statutes.
- This survey will be conducted in "Florida State Plane Coordinates", North American Datum (NAD) 83 with the 2011 adjustment (NAD 83/2011 adj).
- This Survey will also be conducted in North America Vertical Datum (NAVD 88).

Task 2: Conceptual Engineering and Pre-Application Meeting

KPMF will prepare a site plan for the Client to perform conceptual engineering and site planning for the proposed project. In accordance with our project understanding and local government entity design requirements, the site plan document deliverable will include the following.

- Conceptual site layout plan that will show existing information such as property boundaries, public rights-of-way and roads and proposed information, including the buildings, driveway connections, drive aisles, parking and sidewalks
- Conceptual location of primary stormwater pond, secondary stormwater collection and conveyance system and rough grading
- Conceptual water and sewer connections and routings

KPMF will schedule and attend one (1) pre-application meeting with **Toho Water Authority (TWA) and City of Kissimmee** to discuss the proposed project improvements to gain a better understanding of the permitting requirements and to validate assumptions of the required improvements and necessary permitting. We will include the Concept Plan in the pre-application request.

Documents will be submitted to the Client at 75% and 100% completion. Along with the work and submittals performed in this task, KPMF will attend one review meeting via Teleconference lasting up to one hour.

Task 3: Civil Engineering Design and Construction Documents

KPMF will produce permit and civil engineering design plans for site improvements in one set of construction-ready documents. In accordance with our project understanding and applicable design requirements, the construction documents will include the following.

- **Cover Sheet** – as dictated by local practice
- **Civil General Notes** – for civil work only, as dictated by local practice
- **Existing Conditions and Demolition Plan** – will include removal of any existing visible above ground features and any existing known below ground features to accommodate new construction based on survey
- **Erosion Control Plan** – will include pertinent drainage and erosion/sediment control information for the construction of the project
- **Overall Site Plan** – will include an overall plan showing proposed buildings, sidewalks, access and parking. Site data and parking requirements will be noted on this plan
- **Geometry Site Plan** – will include proposed site conditions with horizontal control of proposed parking, drive aisles, sidewalks, hardscape and other site improvements; signing and striping will be for traffic movement only; monument signage, directories and architectural signs, as designed by others, can be shown for coordination purposes; areas of differing pavement and hardscape, as designed by others, will also be delineated on this plan; the plan will include information sufficient for construction staking; decorative hardscape or paving design or specification is not included in this scope
- **Paving, Grading and Drainage Plan** – will include storm drainage structure and pipe alignments and sizes, site grading (with key spot elevations) and any additional finished ground surface elevations showing the means to control site runoff and conveyance to the master stormwater management system; any special conditions pertaining to site drainage (e.g., sheet flow, curb and gutter, storm sewer, inlet types) will be conveyed to our office prior to start of design; means of structure drainage must be indicated prior to design (e.g., roof drains to piping or ground); the Client will provide conceptual grading of amenities which will be incorporated into the final design
- **Utility Plan** – will include sewer and water services from the points of connection to within five feet of each building including size, location, dimensions, inverts (sanitary only) and sanitary sewer structures (manholes, inverts, types, etc.); connection points for the building fire sprinkler system and all on-site fire hydrant locations; location and size of all building water and sewer connection points will be furnished by the Client prior to start of design. The data fiber will be brought to the building by KUA and KPMF will coordinate with AOR to include the details within the plan sheet
- **Civil Site Construction Details** – will consist of typical and specific site sections as well as site development details typical for the City for items specified on the plans provided under this task
- **Site Lighting Plan** – will incorporate lighting locations into the site plan for coordination purposes, photometric and lighting design by others. It is understood that KUA will install the pole lighting onsite.

Documents will be submitted to the Client at 30% to support the CMAR advertisement and 90% completion for a formal review prior to submitting to the permitting agencies detailed in Task #5.

Task 4: Code Minimum Landscape and Irrigation Design

KPMF will use existing landscape and irrigation to produce permit and construction ready landscape and

irrigation documents in accordance with the Land Development Code and our project understanding and applicable design requirements. The deliverable documents will include the following.

- **Landscape Plan** – will consist of code minimum landscape architectural design plan utilizing the site base prepared by the engineer showing the landscape island locations, parking configuration, etc.
- **Irrigation Plan** – will consist of irrigation design based on the landscape plan
- **Landscape and Irrigation Details** - will consist of landscape and irrigation details typical for Florida and projects within the City and items specified on the plans provided under this task

KPMF will hire and manage an irrigation designer as a subconsultant under this contract to perform Irrigation Design. Irrigation Design will commence after the Client reviews and approves landscape plan. All work to be performed will be drawn in AutoCAD black and white, color renderings are not included. Documents will be submitted to the Client at 30% to support the CMAR advertisement and 90% completion for a formal review prior to submitting to the permitting agencies detailed in Task #5.

Task 5: Permitting Assistance

KPMF will assist the Client in obtaining required approvals to perform construction in accordance with the construction documents. KPMF will advise the Client of any government-forced changes resulting in modifications to the scope, extent or character of the project. Any government-forced changes in the scope of work will be considered additional services. All permitting fees will be the responsibility of the Client.

KPMF will prepare, submit and respond to one request for additional information (RAI), exclusive of significant redesign beyond the control of KPMF, for the following permits.

- **City of Kissimmee Site Plan Approval** – will submit application and construction documents to the City for their review; KPMF will make modifications in accordance with City comments and provide revised documents for final review and approval; KPMF will also provide response to comments to incorporate in their resubmittal documents; KPMF assumes attending up to one informal meeting with staff and two (2) DRC meetings; public hearings are not required for this process
- **South Florida Water Management District (SFWMD) Modification of an Existing Environmental Resource Permit 49-00839-P** – will submit application, development plans, stormwater reports and supporting documents for coordinating with the district and the city to obtain approval
- **Toho Water Authority** - will submit application and construction documents to TWA for their review; KPMF will make modifications in accordance with TWA comments and provide revised documents for final review and approval; KPMF will also provide response to comments to incorporate in their resubmittal documents
- **Florida Department of Environmental Protection Potable Water and Wastewater Permit (FDEP)**– FDEP permit is expected for the utility relocations for water and wastewater based on the locations of existing utilities and the location of the proposed building; KPMF will make modifications in accordance with FDEP comments and provide revised documents for final review and approval; KPMF will also provide response to comments to incorporate in their resubmittal documents

Task 6: Project Management and Coordination

KPMF will coordinate and work with subconsultants, the Client and the Client's consultants to facilitate the project design, preparation of construction documents and permitting assistance. KPMF will participate in team meetings and conference calls as the budget allows. This task includes time for overall project management, scheduling and subconsultant coordination. This task also includes quality assurance reviews

to ensure consistency amongst the plan elements, ensuring project schedule deadlines are met and assuring effective communication with the Client and the project's team members. For budgeting purposes, KPMF has estimated **48 hours** for this task over a **6-month** design and permitting schedule. Should expenses for this work exceed the estimated amount, the Client will be notified, and the limit increased.

Task 7: Construction Administration

The scope of this task is to provide construction phase services, including construction administration, observations, and closeout. It is assumed that the project will be constructed and closed out in a single phase, and the construction duration of twelve (12) months.

Construction Administration

KPMF will coordinate with the Client and contractor during construction of the project and be available on request up to the indicated fee limits to address construction issues when they arise, provide reasonable minor revisions to documents, and make and perform site visits during the construction phase at the discretion of the Client.

To assist the Client, KPMF will perform the following construction administration services:

- Attend one (1) pre-construction meeting with the City of Kissimmee and one (1) pre-construction meeting with TWA, coordinated by the Client, to clarify issues as necessary and assist with project kick-off and scheduling.
- Conduct shop drawing reviews associated with the submittal requirements of the specifications prepared by KPMF. We have included one review and one re-review for each shop drawing submittal. The second re-review of rejected shop drawings will be Additional Services.
- Miscellaneous coordination with Contract and Client.
- Review all site work and geotechnical testing and inspection reports provided by an independent testing and inspection agency (contracted by Client). KPMF shall notify the Client in case of any noted deficiencies or improper materials varying from the drawings and specifications prescribed within the construction documents associated with the civil/site design.
- Review written RFIs issued by the Contractor. Addenda required by a need for construction document clarification to our scope of services will be completed under this task. If Site Plan revisions are required after Construction Document completion and Client approval resulting from any change in site condition or revision to plans by the Client, reviewing agency, contractor or co-consultant, such revisions will be prepared as additional services.
- Prepare a punch list at the completion of construction and participate in a final punch list review with the Client. Once all punch list items have been addressed to the Client's and KPMF's satisfaction, we shall issue certifications for all items covered in this scope of services.

Construction Observations

A condition of the permits will require that prior to acceptance; the agencies must receive an engineer's certification that construction has been completed in substantial compliance with the approved plans with supporting record drawings. KPMF can provide these certifications and record drawings; however, in order to submit this certification, it may necessary that representatives of KPMF be present during certain critical periods of the construction process, and that the contractor provide a certified as-built survey. KPMF assumes up to six (6) site visits during construction.

If there are unanticipated construction related problems or a requirement to re-test any facilities, the fee related to that effort would be handled as Additional Services. This proposal assumes certifying the project in one phase. If the project is to be certified in multiple phases, then additional services will be required.

Construction Closeout

This task is for preparing record drawings for submittal to the City, WMD, TWA and FDEP. KPMF will coordinate with the contractor to prepare as-builts and record drawings as required by the regulating agencies. The contractor shall be responsible for becoming familiar with the permitting entity requirements for record drawings and provide KPMF with the required information. KPMF will review as-built drawings as submitted by the Contractor for completeness. Upon completion, the Contractor shall provide the Client and KPMF with the electronic documentation in AutoCAD format along with the necessary copies of the as-built drawings signed and sealed by a registered surveyor. KPMF will then use the as-built information to prepare record drawings. Finally, KPMF will submit the as-builts and record drawings with letters and forms certifying completion to the above-mentioned permitting entities.

This task will be billed hourly on a time and materials basis towards the following budget:

Construction Administration	65 hours
Construction Observations	30 hours
Construction Closeout	15 hours
Total	110 hours at \$150/hour average rate

Should expense for this work effort exceed the estimated amount, the Client will be notified, and the limit adjusted.

Task 8: Direct Reimbursables Agreement

A fee will be allocated to cover direct expenses and production costs, which will be billed at cost. Direct expenses under this task include but are not limited to duplication of plans and reports and travel mileage. Should expense for this work effort exceed the estimated amount, the Client will be notified, and the limit increased.

Subconsultant Tasks

Terracon Consultants, Inc

Terracon, a sub-consultant of KPMF, will provide a Geotechnical Exploration services described in the attached proposal dated July 2, 2024.

Qualifications and Exclusions

If the Client desires to change or expand upon these services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to further work on the project. Renegotiation may be required, but not limited to the following reasons:

- Client requested revisions to the project after start of design
- Additional design, permitting or meetings beyond those specifically addressed
- Additional survey, platting or easements
- Sanitary Sewer Lift Station Design
- Traffic Impact Analysis
- Traffic Signal Design
- Environmental Studies
- Entitlement revisions/PUD Modifications

- Permit Application Fees
- Additional items not included in the above Project Understanding or Scope of Services

Compensation Summary and Terms

The following summarizes the fees and billing terms as proposed by KPMF for the Scope of Services as presented herein.

Task		Terms	Fee
1	Boundary and Topographic Survey	Lump Sum	\$ 5,520.00
2	Conceptual Site Plan & Pre-application Meeting	Lump Sum	\$ 5,000.00
3	Civil Engineering and Construction Documents	Lump Sum	\$ 40,000.00
4	Landscape and Irrigation Design	Lump Sum	\$ 6,400.00
5	Permitting Assistance	Lump Sum	\$ 9,000.00
6	Project Management and Coordination	Lump Sum	\$ 8,500.00
7	Construction Administration	T&M	\$ 16,500.00
8	Direct Reimbursable	T&M	\$ 1,000.00
Total Lump Sum Fee			\$ 74,420.00
Total Time and Materials Budget			\$ 17,500.00
Total Fee			\$ 91,920.00

Geotechnical Service Options	Terms	Fee
Terracon Consultants, Inc.	Lump Sum	\$ 11,500.00

Additional services or meetings, other than described above, upon request of the Client will be invoiced hourly, consistent with Exhibits "A" and "B". The attached Exhibits "A" and "B" are hereby incorporated into this letter of agreement.

Acceptance

Your acceptance of this proposal is indicated by your signature in the space provided below. Additionally, please complete and attach Exhibit "C", the Client Billing and Payment Information Form, along with a current copy of your W-9. Exhibit "C" is hereby incorporated by reference into this letter of agreement and forms an integral part of our contractual understanding. Your authorized signature on this proposal and, if applicable, the delivery of the requested retainer, will constitute your agreement to proceed with the scope of services outlined herein.

We appreciate the opportunity to provide you with this proposal. Should you have questions regarding the contents of this proposal or if we can be of further assistance, please do not hesitate to contact us at your convenience.

This Proposal for Professional Services is hereby submitted by:

KPM Franklin



Kevin White, P.E.
Vice President of Kissimmee Engineering



John Kelly, P.E.
Principal in Charge, President

This Proposal for Professional Services is hereby accepted by:

< Print and Sign Name>

Date

Attachment(s): Exhibit A - Standard Agreement Provisions
 Exhibit B - Professional Services Fee Schedule
 Exhibit C – Client Billing and Payment Information Form
 Exhibit D – Terracon Consultants, Inc. Proposal

Exhibit A – Standard Agreement Provisions

SECTION 1. PERIOD OF SERVICE

- 1.1 The CONSULTANT will begin work within ten (10) days after receipt of fully executed copy of this Agreement; receipt shall be considered written notice to proceed.
- 1.2 If the CONSULTANT'S services called for under the Agreement are delayed for reasons beyond the control of the CONSULTANT, the time of performance shall be adjusted accordingly. If the services under this Agreement continue for a period of more than one (1) year from the notice to proceed, the CONSULTANT shall be entitled to renegotiate the terms of this Agreement.
- 1.3 The CONSULTANT shall not be bound under this Agreement if a fully executed copy hereof is not received by the CONSULTANT on or before sixty (60) days from the date of execution by the CONSULTANT.

SECTION 2. METHOD OF PAYMENT

- 2.1 If requested, the CLIENT shall make an initial payment (**retainer**), as stated in the Work Authorization/Proposal Acceptance Form upon the execution of this Agreement. Upon receipt of the retainer payment, the CONSULTANT shall commence services as provided for under this Agreement. The retainer shall be applied against the final invoice.
- 2.2 Invoices will be submitted by the CONSULTANT to the CLIENT as each Phase or Task of the Project is completed, for services and expenses incurred pursuant to this Agreement. Payment of each such Invoice will be due within fifteen (15) days of the Invoice date. Invoices not paid within thirty (30) days of invoice date will be subject to interest of 1.5% per month (18% per annum).
- 2.3 In the event of any dispute concerning the accuracy of any Invoice, the CLIENT shall within seven (7) days of receipt of said invoice, notify the CONSULTANT in writing stating the exact nature and amount of the dispute. Any invoice, which is not questioned within seven (7) days, shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within seven (7) days, the CLIENT shall be obligated to pay the *undisputed* portion of the invoice.
- 2.4 If the CLIENT fails to make any payment due the CONSULTANT for services and expenses within forty (40) days after the CONSULTANT'S transmittal of its invoices, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, apply the retainer to the unpaid balance of the account and suspend services under this Agreement until the account has been paid in full. There will be a fee charged for suspended work and the Agreement will be renegotiated prior to resuming work.
- 2.5 In the event any invoice or any portion thereof remains unpaid for more than sixty (60) days following the invoice date, the CONSULTANT may initiate legal proceedings to collect the monies due and recover, in addition to all amounts due and payable, accrued interest, its reasonable attorney's fees and other expenses related to the proceeding. Such expense shall include but shall not be limited to, the reasonable value, determined at the CONSULTANT'S prevailing billing rates for the time devoted to such collection action.
- 2.6 Consultant will not sign or seal any drawings produced for any phase of this project under the terms of this agreement until all invoices billed to that point in the project have been paid in full.

SECTION 3. REIMBURSABLE EXPENSES

- 3.1 CONSULTANT shall be reimbursed for out-of-pocket expenses directly chargeable to the project. Typical reimbursable expenses include travel, lodging, and meals when traveling on the CLIENT'S behalf, communication expenses, reproduction costs, courier charges, overnight shipments and special accounting expenses.

SECTION 4. ADDITIONAL SERVICES

- 4.1 The CONSULTANT'S professional services extend only to those services described in this

Agreement. If the CLIENT so requests in writing the CONSULTANT agrees to perform additional services at the CONSULTANT'S prevailing hourly fee schedule (see attached Hourly Rate Schedule), plus any reimbursable expenses incurred, unless a lump sum addendum to the Agreement is executed by the parties of this Agreement prior to the additional services being provided.

- 4.2 Additional services shall include revisions to work previously performed that are required because of change in data or information furnished to the CONSULTANT, or change in the scope or concept of the project initiated by CLIENT, or government or regulatory agencies after work under this Agreement has commenced.

SECTION 5. RE-USE OF DOCUMENTS

- 5.1 All reports, surveys, drawings, specifications, computer files, construction documents and instruments prepared by the CONSULTANT shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other reserved rights, including the copyright thereto.
- 5.2 The CLIENT may, at his expense, acquire a set of reproducible copies of maps, plans or CADD (electronic) files prepared for the CLIENT by the CONSULTANT. The CLIENT shall not reuse or make or permit to be made any modifications to maps, plans or CADD (electronic) files without the prior written permission of the CONSULTANT. The CLIENT further agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability or cost, including reasonable attorney's fees and cost of defense, arising from any reuse or modifications of the maps, plans or CADD (electronic) files by the CLIENT or any person or entity which acquires the aforementioned information from or through the CLIENT without the prior written permission of the CONSULTANT.

SECTION 6. TERMINATION

- 6.1 Either the CLIENT or the CONSULTANT may terminate this Agreement at any time with or without cause upon giving the other party fifteen (15) calendar days prior written notice. The CLIENT shall within fifteen (15) calendar days of termination pay the CONSULTANT for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.
- 6.2 Job Cancellation Fee: If this project is cancelled by the client a cancellation fee will immediately be due and payable according to the following schedule: 0 – 30 days, 15% of the balance of contract; 31 – 60 days, an additional 15% of the balance of the contract.

SECTION 7. LIMITATION OF LIABILITY

- 7.1 To the maximum extent permitted by law, the CLIENT agrees to limit the CONSULTANT'S liability for the CLIENT'S damages to the sum of \$5,000.00 or the CONSULTANT'S fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- 7.2 **PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE**

Exhibit B - Professional Services Fee Schedule

Administrative / Office Support

Administrative Support I	\$50.00
Administrative Support II	\$65.00
Administrative Support III	\$75.00
Administrative Support IV	\$85.00
Administrative Support V	\$100.00

Engineering

Engineering Technician I	\$50.00
Engineering Technician II	\$60.00
Engineering Technician III	\$75.00
Engineering Technician IV	\$90.00
Engineering Technician V	\$100.00
Engineering Technician VI	\$120.00
Engineering Technician VII	\$135.00
Engineering Technician VIII	\$150.00
Engineer I	\$95.00
Engineer II	\$105.00
Engineer III	\$120.00
Engineer IV	\$130.00
Engineer V	\$150.00
Engineer VI	\$160.00
Engineer VII	\$175.00
Engineer VIII	\$190.00
Engineer IX	\$210.00
Engineer X	\$225.00

Planning and Landscape Architecture

Landscape Designer	\$100.00
Landscape Architect	\$135.00
Senior Landscape Architect	\$160.00
Planner I	\$90.00
Planner II	\$110.00
Planner III	\$130.00
Planner IV	\$150.00

Survey

Surveying Technician I	\$65.00
Surveying Technician II	\$80.00
Surveying Technician III	\$95.00
Surveying Technician IV	\$105.00
Surveying Technician V	\$115.00
Surveying Technician VI	\$125.00
Surveyor I	\$100.00
Surveyor II	\$110.00
Surveyor III	\$120.00
Surveyor IV	\$135.00
Surveyor V	\$145.00
Surveyor VI	\$160.00
1-Man Survey Crew	\$120.00
2-Man Survey Crew	\$160.00
3-Man Survey Crew	\$210.00
4-Man Survey Crew	\$255.00
UAV Photometric	\$180.00
UAV Lidar	\$220.00

Management

Project Manager I	\$110.00
Project Manager II	\$130.00
Project Manager III	\$160.00
Project Manager IV	\$200.00
Project Manager V	\$225.00
Department Manager	\$225.00
Division Manager	\$250.00
Principal	\$275.00

Expert Witness

Expert Witness Testimony	\$400.00
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Identifiable out of pocket expense and other reimbursables will be billed at cost, without a markup.

Effective January 25, 2024, subject to review and revisions



Exhibit C - Client Billing and Payment Information Form

Billing Contact Information

Project Name:

Company Name:

Company Address:

Billing Contact Name:

Billing Contact Email:

Billing Contact Phone Number:

Additional Information:

*** In order for the Client Billing Form to be complete, please attach a current copy of your W-9. ***

Invoice and Retainer Payment Options

Please choose one of the invoice and retainer payment options below:

☐

Check Payment

Please make checks payable and send to:

KPM Franklin

222 Church Street

Kissimmee, FL 34741

Please be sure to add the invoice number to your memo line to help identify the payment.

☐

ACH/Wire

Name: Franklin Surveying & Mapping, Inc. DBA KPM Franklin

Address: 222 Church Street, Kissimmee FL 34741

Account Number: 0004027496

ACH/Wiring Routing Number: 063114030

Swift Code: CSBKUS33 (Required for International Wires Only)

Bank Address: South State Bank, N.A

1101 First Street South

Winter Haven, FL 33880

To ensure your payment gets applied accurately and in a timely manner, you must send an email to accountspayable@kpmfranklin.com notifying that you are sending an ACH payment. Please specify the amount you are sending, and the invoice numbers you will be paying.

☐

Credit Card

Credit card payments are accepted with an additional fee. Final fee will be communicated to client.

ITEM 7.M

Purchase of Solid Waste Garbage Trucks

Request

Approval for the purchase of two (2) garbage trucks in the amount of \$791,721 from Nextran Truck Centers.

Explanation

The Solid Waste Division is seeking approval for the scheduled replacement of two (2) garbage trucks via Florida Sheriff's Cooperative Purchasing Program from Nextran Truck Centers. There is \$791,721 in Project #SA25XX in the budget to cover the purchase of these two (2) trucks.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
41145716-506495	SA25XX	Decrease	\$858,000	\$791,721

Financial Summary:

Project #SA25XX has sufficient funds to cover the purchase of these two (2) trucks.

Recommendation

Approval to purchase two (2) garbage trucks in the amount of \$791,721.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Nextran - Mack and Newway Truck Order



Invoice Number: HS033120246X4 LR
Date: August 15, 2024
PO #:
Salesman:

Make	Year	Model	Type	VIN NUMBER	Amount
MACK	2025	LR64	NEW	ORDER OUT	\$ 395,846.00
				Total Selling Price:	\$ 395,846.00

FSA TRUCK SPECIFICATION

PSA TRUCK SPECIFICATION		
ORDER CODE	OPTION	PRICE
BASE TRUCK	LR SERIES	\$ 177,941.00
20F64R	66,000 GVW	\$ 1,975.00
1862428	46,000lb Meritor RT46-160 with Hendrickson HN462 Suspension	\$ 2,512.00
1442102	RH DRIVE ONLY	\$ 6,922.00
BBA-PK7	BODY AIR LINES	\$ 181.00
2LCA1X	CAB PROTECTION	\$ 251.00
OPT-315	REAR 315 TIRES	\$ 2,658.00
HLB-LED	LED Headlamps	\$ 362.00
MCE0051	Double Frame	\$ 740.00
5313802	ALL ALUMINUM WHEELS	\$ 1,825.00
FEPTO-PKG	FRONT PTO	\$ 728.00
TRUCK	TOTAL	\$ 196,095.00
NEW WAY	SIDE LOADER SIDEWINDER	\$ 199,751.00
TOTAL	PRICE	\$ 395,846.00

Insta Tag Fee: \$ -

Tire Tax Credit
Extended Warranty \$ -

Insta Tag Fee: \$ -

Sub Total: \$ 395,860.50

P.O. AMOUNT DUE: \$ 395,860.50

P.O. #

Customer Signature

Our Service Manager is Marco Ramirez
Our Parts Manager is Matt Lenhart
Our Sales Manager is Juan De Oliveira

2200 W. Landstreet Rd., Orlando, FL 32809
Phone: 800-800-6225 Fax: 407-398-0297

Florida Sheriffs Association Cooperative Purchasing Program Options List

Bid Number	FSA23-VEH21.0
Bid Title	Heavy Trucks and Buses
Bidder	Nextran Truck Centers
Item Make & Model	Mack TE Series
Item Number	85

Option Code	Description	Price	Installation	MSRP Discount	Cost-Plus Markup
1001856	MP7 375HP with 1350 ftlbs of torque	\$464.00	Factory	-33.00%	
20F46R	66,000 GVWR package, Front 425 Tires/Front wheels steel: 22.5x12.25/Rear 11R22.5 Tires/Rear wheels steel 22.5x8.25/46,000 Mack Rear Axle/SS462 Camelback suspension	\$1,975.00	Factory	-33.00%	
1003109	CNG Prep - 64R G with cummins I9N-G 320HP, Fuel tanks not included, base chassis upgrade	\$5,199.00	Factory	-33.00%	
1862428	Rear Suspension - 46,000lb Meritor RT46-160 with Hendrickson HN462 Suspension	\$2,512.00	Factory	-33.00%	
FEPTO-PKG	Front Engine PTO Provision (FEPTO) - Front Frame Extension (FFE330), 1350 Series Flange (1830002)	\$728.00	Factory	-33.00%	
1442103	RH and LH Sit down, RH Drive Only	\$6,922.00	Factory	-33.00%	
1442100	LCF Low Profile With left hand steer	\$7,162.00	Factory	-33.00%	
1442102	LCF Low Profile with dual steer - Model LR64R with dual sitdown, dual steering	\$8,172.00	Factory	-33.00%	
1442101	LCF Low Profile with dual steer and right hand stand up - Model LR64R Standard Config.	\$7,122.00	Factory	-33.00%	
2540412	Driver Controlled Differential lock - Inter wheel Differential Lock (Both Axles)	\$961.00	Factory	-33.00%	
NEX 20 RDA	Rigid Lift Axle: Pusher/20,000lb rating air lift to include 11R22.5 tires with steel wheels	REQUEST	Vendor		
NEX 20 SDA	Steerable Lift Axle: Pusher/20,000 rating air lift to include 11R22.5 tires with steel wheels	REQUEST	Vendor		
NEX 60 174/RP 4500	60,000 Roll off hoist and Tarp	REQUEST	Vendor		
60K AFR	60,000 Above Frame Roll Off Hoist and Tarp	REQUEST	Vendor		
NEX 20 RRL LM	20 CU YD Refuse Rear Loader	REQUEST	Vendor		
NEX 25 RRL LM	25 CU YD Refuse Rear Loader	REQUEST	Vendor		
NEX 32 RRL MCN	32 CU YD Refuse Rear Loader	REQUEST	Vendor		
NEX 40 RFL H	40 CU YD Refuse Front Loader	REQUEST	Vendor		
NEX 28 RASL MCN	28 CU YD Refuse Automated Side Loader	REQUEST	Vendor		
NEX 31 RASL	31 CU YD Refuse Automated Side Loader	REQUEST	Vendor		
Single Axle	Single Axle Option - Credit	-\$7,800.00	Factory	-33.00%	
MFG List	We furnish bodies from the following, Bridgeport, E-Z Pack, Galbreath, Heil, Loadmaster, McNeilus, New Way, Pac-Mac, Palfinger, Wayne, Labrie, and others.	REQUEST	Vendor		
2931032	DAVCO 387 Fuel Filter (Fluid Heated)	\$356.00	Factory	-33.00%	
3180010	Battery Disconnect Switch "Flaming River" with config. Light	\$88.00	Factory	-33.00%	
9011415	F-R (10) 315/80R22.5 M870 Bridgestone all position tires (Or Equivalent Manufacturer) on steel wheels	\$3,323.00	Factory	-33.00%	
MCL2000	Dual Flat Electrical Operated & Heated Mirrors	\$268.00	Factory	-33.00%	
BBA-PK7	Body Builder Air lines, Factory installed for pneumatic joy stick controls	\$181.00	Factory	-33.00%	
8FXG1X	Drop Frame Modifications for LCF Chassis	\$13,634.00	Factory	-33.00%	
2LCA1X	Cab Front Corner Protection/ Reinforcement for LCF Chassis	\$251.00	Factory	-33.00%	
GUARD-RL	Skid Plate under Bumper + Radiator	\$250.00	Factory	-33.00%	
5313802	All Aluminum Wheels	\$1,825.00	Factory	-33.00%	
OPT-315	Rear Tires (8) 315/80R22.5 M870 Bridgestone (Or Equivalent Manufacturer), for all rear tires	\$2,658.00	Factory	-33.00%	
1861610	46,000 LB. Mack Mride Suspension	\$1,482.00	Factory	-33.00%	
2416311	Front and Rear Disc Brakes (Includes 46,000 LB. Mride Suspension Option Code 1861610)	\$4,280.00	Factory	-33.00%	
BLVR-PK3	Pre Wire Video Safety System	\$921.00	Factory	-33.00%	
HLB-LED	LED Headlamps	\$362.00	Factory	-33.00%	
MCE0053	Double Frame	\$740.00	Factory	-33.00%	
5482115	Bendix Fusion 2.0 Collision Warning System	\$2,829.00	Factory	-33.00%	
EX WRAP W/ TC	Exhaust Wrap w/ Turbo Cover	\$3,705.00	Vendor		0.00%
TELMA	Telma Brake	\$16,600.00	Vendor		0.00%
AUTO-LUBE	Auto Lube System	\$6,950.00	Vendor		0.00%
ASCT	Air Assist Cab Tilt	\$275.00	Vendor		0.00%
Transfer	Transfer Existing Registration	\$100.00	Vendor		0.00%
New	New State Tag	\$300.00	Vendor		0.00%
3YR/300K	3 Year, 300,000 Mile Warranty on Mack Engine Plan 2 and Exhaust After Treatment System with Mack Engines Under 460HP	\$1,930.00	Factory		0.00%
4YR/250K	4 Year, 250,000 Mile Warranty on Mack Engine Plan 2 and Exhaust After Treatment System with Mack Engines Under 460HP	\$2,335.00	Factory		0.00%
5YR/300K	5 Year, 300,000 Mile Warranty on Mack Engine Plan 2 and Exhaust After Treatment System with Mack Engines Under 460HP	\$4,120.00	Factory		0.00%

Southern Sewer

Mr. Juan De Oliveira
Nextran Truck Center
2200 W. Landstreet Road
Orlando, FL 32809
Email: jdeoliveira@nextranusa.com

August 15, 2024

Mr. De Oliveira,

Southern Sewer Equipment Sales appreciates the opportunity to provide the City of Kissimmee with a quote for a New Way Sidewinder 31-yard refuse body to be mounted on your suitable chassis. Please review the attached equipment list.

**Total Price for a New Way Sidewinder Refuse Body with
City of Kissimmee Option Package:**

\$199,751.00*

****Pricing based on current market conditions and chassis arrival before November 30, 2025. Does not include unforeseen changes due to volatile market fluctuations and/or material surcharges. These prices do not include any contract fees. Quote is valid for 30 days.***

Minimum Chassis Requirements:

Clear Usable 194" CT

72" After Frame

66,000 lb. GVWR, ***Tires must meet Florida DOT GVWR requirements***

Clear Left Rail 50"

Clear Right Rail 85"

Minimum TQ at Sea Level 1050

This price does include delivery to a Florida location. Anticipated delivery time should be 150-180 days after receipt of chassis and order. Please have your chassis shipped to New Way in Booneville, MS.

Please feel free to contact Bill Stinson at (772) 216-2173, if you have any questions.

Sincerely,
Lisa Ralston

Lisa Ralston
Administrative Assistant

1-800-782-4134

SouthernSewer.com

EQUIPMENT LIST
City of Kissimmee
August 15, 2024

New Way Sidewinder

Base Unit 31 Cubic Yard Body Capacity
Pack On The Go
Multi Cycle Packer
Front Mount, Tandem Vane Pump
Twin 14.5" x 7" Clean Out Doors
Chrome Cylinder Rods with Scrapers
Side-Access Door to Hopper
Nitro Carbonite Single Hoist Cylinder
Sight Gauge on Reservoir Tank
High Grade Hydraulic Fluid
Quick Disconnect Port for Pressure Gauge
Reinforced, Frame Mounted Arm – 1,000 lb. Lift Capacity
In-Line Heavy Duty Grippers
Arm Cycle Counter
Sealed Roller Bearings on Packer Follower Panels
Hydraulic Hopper Cover
Hopper Access Ladder
Trough Cleanout Tool
Rake Teeth Breaker Bar
Ergonomic In-Cab Control Panel and Joystick
Positive Automatic Tailgate Lock
Smooth Body Sidewall Design
Acrylic Urethane Enamel Single Color Paint on Body
ARM Powder Coat New Way Safety Yellow
Rear Vision Camera System, Dual Cameras
Back Up Alarm
Body Ajar Alarm
Tailgate Ajar Alarm
Hour Meter on PTO
"Arm Stowed" Indicator
Home Position Arm Lock
LED Body Lights
LED Work Lights: 1 in Hopper, 1 Curbside Toward Arm
Strobe Light Packages (Mounted Upper & Lower Tailgate)
Strobe Light, Surface Mount



10 lb. Fire Extinguisher
Triangle Kit
1 Year Body, Arm & Hydraulic Warranty
2 Year Cylinder Warranty

City of Kissimmee Option Package:

Severe Refuse Package: .188 AR Hopper Floor & Side Liner, Forward Panel of Body Side Wall .188 AR450, Body Floor Liner .188 AR450 36" into Body, Chromium Overlay on Packer Guide Rails

Integrated Strobe System: 2 Round Lights, Bulkhead

Upgrade Camera System: Safety Vision Triple Cameras, Cameras at Rear, Hopper & Dash Facing Driver

Hot Shift PTO, Tandem Vane Pump

Quick Disconnect Pressure Gauge

Low Fluid Level Switch Indicator & Shutdown

Shovel/Broom Rack

Remote Grease Zerk Tailgate and Upper Cylinder Hinge Pins

Arm Not Stowed Audible Alarm

Arm Controls Keypad Under Seat

Steel Tool Box 18" x 18" x 24"

Clear Coat for Metallic Paint

ITEM 7.N

Purchase of annual budgeted computer equipment

Request

Approval to purchase Fiscal Year 2024-25 budgeted servers, personal computers, printers, and associated equipment from the State or National purchasing contracts with the option to purchase directly from a certified reseller or the manufacturer if the price is lower than what is available from applicable contracts.

Explanation

Staff requests approval to purchase budgeted computer equipment from either the state contract or other applicable contracts that meet the City's purchasing requirements with the option to purchase from a certified reseller or directly from the manufacturer if the price is lower than contract pricing. This approach has been standard practice for the City and includes the purchase of computer equipment such as servers, personal computers, printers, and associated equipment as identified in the approved Fiscal Year 2024-25 budget.

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

Recommendation

Staff recommends approval to purchase FY 2024-25 budgeted computer equipment from the approved manufacturer list from the State or other applicable contracts that meet the City's purchasing requirements with the option to purchase directly from a certified reseller or the manufacturer if the price is lower than what is available on applicable contracts.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology

Presenter:

Attachment(s):

None

ITEM 7.O

Settlement Agreement and Release Between City of Kissimmee, GB Skyview Kissimmee Phase I Owner, LLC and the heirs holding reversionary interest in three parcels on the Beaumont Property

Request

Approval of the Settlement Agreement and Release Between City of Kissimmee, GB Skyview Kissimmee Phase I Owner, LLC and Carl Rush, Louise Rush Legere, John A. Rush, III, George Rush, Elizabeth White, Elizabeth Rush McCoy, Charles A. Rush, Bryan Simpson, Jr., Nathan Bryan Simpson, Sr., Frank Allen May, Jr., David Bryan May, Elizabeth Leslie Keiffer, Thomas Morgan Simpson, Arthur A. Simpson, Iii, Katie Pierce, and Allen Simpson Murray.

Explanation

In December 2023, the Commission approved the City's recommendation to join Skyview in filing a Quiet Title complaint. Lots 15 and 16 of block N of the Subject Property, located at 310 N. Beaumont Avenue, were subject to a limited revert clause conveyed in a 1938 deed of the property to the Osceola County School Board.

All parties have now reached a settlement and are seeking Commission approval of the Settlement Agreement and Release. Skyview has agreed to pay \$25,000.00 for each of Lots 15, 16, and 23 of the Subject Property, totaling a sum of \$75,000.00. The City has agreed to designate Tract 10 as "Simpson and Donegan Families Memorial Park" and will provide a memorial plaque to be placed on the site. The Settlement Agreement will clear all potential claims to the property and title will vest in GB Skyview Kissimmee Phase I Owner, LLC

Recommendation

Recommend approval of the Settlement Agreement and Release Between City of Kissimmee, GB Skyview Kissimmee Phase I Owner, LLC and Carl Rush, Louise Rush Legere, John A. Rush, III, George Rush, Elizabeth White, Elizabeth Rush McCoy, Charles A. Rush, Bryan Simpson, Jr., Nathan Bryan Simpson, Sr., Frank Allen May, Jr., David Bryan May, Elizabeth Leslie Keiffer, Thomas Morgan Simpson, Arthur A. Simpson, Iii, Katie Pierce, and Allen Simpson Murray.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter:

Attachment(s):

1. (S)- 9.25.2024 Settlement Agreement (Skyview City Heirs)
2. Final Judgment Stipulation between Skyview, City of Kissimmee & Heirs
3. Tract 10 City Park Plan

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement, Waiver, and Release (“Agreement”), effective as of September ___, 2024 (the “Effective Date”), by and between GB SKYVIEW KISSIMMEE PHASE I OWNER, LLC, a Delaware limited liability company (“Skyview”) and THE CITY OF KISSIMMEE, a municipal corporation of the State of Florida (the “City,” and together with Skyview, the “Plaintiffs”) and CARL RUSH, LOUISE RUSH LEGERE, JOHN A. RUSH, III, GEORGE RUSH, ELIZABETH WHITE, ELIZABETH RUSH MCCOY, CHARLES A. RUSH, BRYAN SIMPSON, JR., NATHAN BRYAN SIMPSON, SR., FRANK ALLEN MAY, JR., DAVID BRYAN MAY, ELIZABETH LESLIE KEIFFER, THOMAS MORGAN SIMPSON, ARTHUR A. SIMPSON, III, KATIE PIERCE, and ALLEN SIMPSON MURRAY (collectively the “Defendants”), with the Plaintiffs and Defendants collectively referred to herein as “the Parties” and individually as a “Party”.

RECITALS

WHEREAS, Plaintiffs and Defendants mutually desire to settle their differences with finality upon the terms set forth herein; and

WHEREAS, Plaintiffs have brought an action in the Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida, Case No. 2023 CA 005133 MF (the “Action”) against Defendants; and

WHEREAS, the Action is for Quiet Title related to Defendants’ potential reversionary interests in that certain real property located in Kissimmee, Osceola County, Florida, more particularly described as follows:

Lots 15, 16, and 23, Block N, RESUBDIVISION OF BLOCKS I, J, K, N, O, and P, MATHEWS ADDITION TO KISSIMMEE CITY, according to the plat thereof, as recorded in Plat Book 1, Page 68 of the Public Records of Osceola County, Florida

(the “Subject Property”); and

WHEREAS, the Parties have decided to avoid the cost and uncertainty of litigation and to settle these matters in full.

NOW, THEREFORE, in consideration of the mutual promises and agreements set out herein, Plaintiff and Defendants agree as follows:

AGREEMENT

1. **Recitals:** The above stated recitals are true and correct and are hereby incorporated herein as a material part of this Agreement.

2. **Settlement Amount:** In exchange for the consideration from Defendants in this Agreement, Skyview agrees to pay the total sum of Seventy-Five Thousand an 00/100 Dollars

(\$75,000.00) (the “Settlement Amount”), which Settlement Amount shall be paid \$25,000.00 for each of Lots 15, 16, and 23 of the Subject Property. The Settlement Amount shall be due within seven days of the full execution of this Agreement. The funds payable for Lots 15 and 16 (\$50,000.00) shall be paid to Bryan Simpson Jr. at 1061 Riverside Ave, Jacksonville, FL 32204, and the funds payable for Lot 23 shall be paid to Florida Pros Legal, PO Box 2574 Ormond Beach, FL 32175, or otherwise as Defendants may direct Skyview in writing. Defendants are responsible for allocating the Settlement Amount among them.

3. **Consent Judgment:** Within three (3) business days of receipt of the Settlement Amount, Defendants, through counsel (with Arthur Simpson representing CARL RUSH, LOUISE RUSH LEGERE, JOHN A. RUSH, III, GEORGE RUSH, ELIZABETH WHITE, ELIZABETH RUSH MCCOY, CHARLES A. RUSH, NATHAN BRYAN SIMPSON, SR., FRANK ALLEN MAY, JR., DAVID BRYAN MAY, ELIZABETH LESLIE KEIFFER, THOMAS MORGAN SIMPSON, ARTHUR A. SIMPSON, III, KATIE PIERCE, and ALLEN SIMPSON MURRAY, and John A. Tucker representing BRYAN SIMPSON, JR.) shall withdraw their answers and defenses and dismiss their counterclaims, with prejudice, in the Action, and shall further stipulate, execute, and consent to the filing of a Stipulation and Consent to Entry of Final Judgment (the “Stipulation”) in the form attached hereto as Exhibit A, and the Court’s entry of a Stipulated Consent Final Judgment (the “Judgment”) in the form attached hereto as Exhibit B, which Judgment shall vest quiet title to the Subject Property with Skyview free and clear of the interests of the Defendants.

4. **Filing of Stipulation:** Contemporaneous with the Parties’ full execution of this Agreement, each Party will execute and deliver to counsel for Plaintiffs the Stipulation, as well as the Quitclaim Deed and Waiver of His/Her Interest in the Property in the form attached hereto as Exhibit C. Immediately thereafter, Plaintiffs shall file in the Action the Stipulation and submit the Judgment. The Parties agree for their counsel to cooperate as necessary to facilitate the entry of the Judgment by the Court, including attendance (by zoom only) and consent at any hearing required by the Court.

5. **Defendants’ Representations.** Each Defendant covenants and warrants for himself or herself:

- A. That he or she has not mortgaged or encumbered, conveyed, or otherwise transferred his or her interests or claims to the Property, directly or indirectly, and that he or she is the sole owner of and claimant to his or her interest in the Property.
- B. That he or she has the unrestricted and unconditional right to convey his or her interest in and claim to the Property.
- C. Bryan Simpson Jr. was a Personal Representative for the probate of the will of his father, John Milton Bryan Simpson, and is authorized to waive and release all right, title, claim, and interest of the decedent, John Milton Bryan Simpson, and his heirs to the Property and has provided to Plaintiffs the orders from the probate of the will of John Milton Bryan Simpson demonstrating that Bryan Simpson, Jr., and no other

person or entity, received all right, title, claim, and interest of the decedent, John Milton Bryan Simpson, to the Property.

6. **Memorial Park:** Upon compliance by Defendants with all of their obligations herein, the City shall designate Tract 10, whose legal description is Tract 10, BEAUMONT COMPLEX REPLAT, according to the Plat thereof recorded in Plat Book 34, Page 160, of the Public Records of Osceola County, Florida("Tract 10"), which is adjacent to the same development as the Subject Property, as the "Simpson and Donegan Families Memorial Park", shall develop and maintain the Simpson and Donegan Families Memorial Park generally as depicted on Exhibit D, and shall provide a bronze memorial plaque placed upon a suitable granite or marble monument on the premises of Tract 10 that shall read as stated on Exhibit E. The City shall complete the development of the Simpson and Donegan Families Memorial Park and erection of the plaque in accordance with the development plans for the site. If the City in the future reasonably determines to use the park property for another city purpose, the City shall relocate the bronze memorial plaque to another similar City park location. All costs associated with this obligation and the maintenance of Tract 10 shall be borne by the City.

7. **No Admission of Liability:** Plaintiffs and Defendants acknowledges that each denies any liability whatsoever with respect to subject matter of the Action. In accepting payment of the full Settlement Amount in consideration for this Agreement, Defendants agree that the Settlement Payment is tendered and accepted to resolve all their pending issues with Plaintiffs, and that this will not be construed as an admission by Plaintiffs of any violation of contract, duty, law, ordinance, regulation or any other theory of relief, whether under any federal, state or local law.

8. **Defendants' Contingent Release:** Except as provided below, upon receiving the Settlement Amount timely and in accordance with this Agreement, the Defendants shall fully and finally release and discharge Plaintiffs, including any of their owners, officers and directors, from any and all claims, demands, rights, damages, costs, losses, suits, actions, causes of action, attorneys' fees, expenses, whatsoever, in law or in equity, including in regard to the Action, or any other source, known or unknown, arising from or by reason of any matter, act, omission, cause or thing whatsoever, whether known or unknown, foreseen or unforeseen, for or on account of any matter or thing whatsoever occurring up to and including the Effective Date (the "Defendants' Release"). The Defendants' Release excepts and expressly reserves the Defendants' rights under this Agreement, including without limitation Defendants' rights to enforce the Plaintiffs' obligations under the Agreement.

9. **Plaintiffs' Contingent Release:** Except as provided below, upon compliance by Defendants with all of their obligations as stated in Paragraphs 3 and 4 above, Plaintiffs knowingly and voluntarily, shall fully, generally and forever, release Defendants, including any of their agents, and related entities, from any and all claims, demands, rights, damages, costs, losses, suits, actions, causes of action, attorneys' fees, expenses, or any sums of any nature whatsoever, in law or in equity, arising from or by reason of any matter, act, omission, cause or thing whatsoever, whether known or unknown, foreseen or unforeseen, accrued or unaccrued, or discovered or not yet discovered, for or on account of any matter or thing whatsoever occurring up to and including the Effective Date (the "Plaintiffs' Release") . The Plaintiffs' Release excepts and expressly reserves the Plaintiffs' rights under this Agreement, including without limitation Plaintiffs' rights to enforce the Defendants' obligations under the Agreement.

10. **Severability:** The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other provisions shall remain fully valid and enforceable.

11. **Time for Review; Time of the Essence:** Parties acknowledges and agrees that Parties have each been given the opportunity to consider this Agreement for a reasonable period of time and have been given the opportunity to review this Agreement with counsel of Plaintiff's choosing. Time is of the essence in the performance of this Agreement.

12. **Amendment:** This Agreement may not be modified except upon express written consent of both parties wherein specific reference is made to this Agreement.

13. **Entire Agreement:** This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the Parties. Each Party also acknowledges that it has not relied on any representation, promises, or agreements of any kind made in connection with the decision to sign this Agreement, except for those set forth in this Agreement.

14. **Breach of Agreement:** In the event any of the Parties breaches this Agreement, in addition to the Plaintiffs' remedies otherwise provided herein, the non-breaching Party may file a motion in the Action to enforce this Agreement or, in that party's discretion, institute an action to specifically enforce the terms of this Agreement, in addition to any other legal or equitable relief permitted by law and/or by this Agreement. In such event, the Parties agree that only the breaching party and the non-breaching parties shall be joined as parties, and that the other parties not in breach or not seeking to enforce the Agreement shall not be joined as parties in such enforcement proceedings.

15. **Applicable Law:** This Agreement is made and entered into in the state of Florida, and shall in all respects be interpreted, enforced, and governed by and under the laws of the state of Florida. The parties hereto acknowledge that this Agreement is a collaborative effort by the attorneys for the parties and that, as such, no provision of this Agreement shall be more strictly construed against one party as the draftsman thereof.

16. **Full Review:** Each Party acknowledges and certifies that (i) the Party has read and understands all of the terms of this Agreement, (ii) the Party does not rely on any representation or statement, written or oral, not set forth in this Agreement; (iii) the Party has had a reasonable period of time to consider this Agreement; and (iv) the individual executing this Agreement on behalf of a Party is fully authorized to enter into this Agreement on behalf of the Party and bind the Party according to its terms.

17. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one single Agreement. A copy of this Agreement shall be deemed to be an original.

(Remainder of Page Intentionally Left Blank. Signatures to follow on next page)

IN WITNESS WHEREOF, the Parties have hereunto set their hand and seal as of the Effective Date.

ACCEPTED AND AGREED TO BY:

GB SKYVIEW KISSIMMEE PHASE I OWNER, LLC,

By: _____

Its: _____

THE CITY OF KISSIMMEE,

By: _____

Its: _____

CARL RUSH, individually

LOUISE RUSH LEGERE, individually

JOHN A. RUSH, III, individually

GEORGE RUSH, individually

ELIZABETH WHITE, individually

ELIZABETH RUSH MCCOY, individually

CHARLES A. RUSH, individually

BRYAN SIMPSON, JR., individually

NATHAN BRYAN SIMPSON, SR., individually

FRANK ALLEN MAY, JR., individually

DAVID BRYAN MAY, individually

ELIZABETH LESLIE KEIFFER, individually

THOMAS MORGAN SIMPSON, individually

ARTHUR A. SIMPSON, III, individually

KATIE PIERCE, individually

ALLEN SIMPSON MURRAY, individually

Exhibit E (plaque language)

“PIONEER KISSIMMEE FAMILY EDUCATION CONTRIBUTORS As State Senator John Milton Bryan (1838-1911) in 1888 contributed land for Osceola County’s first school house, his daughter, Bessie Bryan Donegan (1879-1965), Arthur Ernest Donegan (1875-1947), and grandson, Judge Bryan Simpson (1903-1967) in 1938 also contributed land for the county’s school system. Bessie Bryan Donegan, the sister of two United States Senators from Florida, William James Bryan and Nathan Philemon Bryan (founder of the law school at University of Florida), was a Kissimmee school teacher who first married school principal Arthur Allen Simpson (1874-1909) who died when their three children were young. She later married Arthur Ernest Donegan an Osceola County State Senator and banker. Her son, United States District and Circuit Court Judge Bryan Simpson was a nationally famous jurist raised in Kissimmee who made significant rulings on desegregation and civil rights leading to the passage of the Civil Rights Act of 1964.”

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN
AND FOR OSCEOLA COUNTY, FLORIDA**

**GB SKYVIEW KISSIMMEE PHASE I
OWNER LLC, a Delaware limited liability
company, THE CITY OF KISSIMMEE, a
municipal corporation of the State of
Florida,**

CASE NO: 2023 CA 005133 MF

Plaintiffs,

v.

**Carl Rush, Louise Rush Legere, John A.
Rush III, George Rush, Elizabeth White,
Elizabeth Rush McCoy, Charles A. Rush,
Bryan Simpson Jr., Nathan Bryan Simpson
Sr., Frank Allen May Jr., David Bryan May,
Elizabeth Lesley Keiffer, Thomas Morgan
Simpson, Arthur A. Simpson III, Katie
Pierce, Allen Simpson Murray,**

Defendants.

**STIPULATION AND CONSENT TO ENTRY OF FINAL JUDGMENT TO QUIET
TITLE**

GB SKYVIEW KISSIMMEE PHASE I OWNER, LLC, a Delaware limited liability company (“Skyview”) and THE CITY OF KISSIMMEE, a municipal corporation of the State of Florida (the “City,” and together with Skyview, the “Plaintiffs”) and CARL RUSH, LOUISE RUSH LEGERE, JOHN A. RUSH, III, GEORGE RUSH, ELIZABETH WHITE, ELIZABETH RUSH MCCOY, CHARLES A. RUSH, BRYAN SIMPSON, JR., NATHAN BRYAN SIMPSON, SR., FRANK ALLEN MAY, JR., DAVID BRYAN MAY, ELIZABETH LESLIE KEIFFER, THOMAS MORGAN SIMPSON, ARTHUR A. SIMPSON, III, KATIE PIERCE, and ALLEN SIMPSON MURRAY (each an “Heir”, and together the “Defendants”) hereby stipulate and agree as follows:

1. Plaintiffs filed their Complaint for Quiet Title (the “Complaint”) against Defendants on December 21, 2023.

2. In the Complaint, Plaintiffs bring a claim against Defendants for quiet title related to Defendants’ potential reversionary interests in that certain real property located in Kissimmee, Osceola County, Florida, more particularly described as follows:

Lots 15, 16, and 23, Block N, RESUBDIVISION OF BLOCKS I, J, K, N, O, and P, MATHEW’S ADDITION TO KISSIMMEE CITY, according to the plat thereof, as recorded in Plat Book 1, Page 68 of the Public Records of Osceola County, Florida

(the “Subject Property”).

3. The Court has jurisdiction over the parties and subject matter and service has been properly made upon Defendants.

4. Plaintiffs and Defendants have entered into a settlement agreement which resolves all issues related to this action. As a material term of that settlement agreement, Defendants have agreed to stipulate to entry of final judgment quieting title.

5. Defendants consent to entry of a quiet title judgment against them in a form substantially similar to the Final Judgment attached hereto as **Exhibit 1** (the “**Stipulated Final Judgment**”).

6. This Stipulation has been entered into in order to facilitate the prompt resolution of this case, preserve the parties’ time and money, and avoid the unnecessary expenditure of judicial resources. No party shall be deemed to have admitted any fact or allegation related to the Complaint or responses to same.

DATED September 24, 2024.

ATTORNEYS TITLE & TRUST SERVICES

NARDELLA & NARDELLA, PLLC

/s/ Arthur Simpson

/s/ Michael A. Nardella

Arthur Simpson, Esq.

Florida Bar No: 529265

PO Box 2574

Ormond Beach, Florida 32175

(407) 540-6600

arthur@attorneystitleandtrust.com

Michael A. Nardella, Esq.

Florida Bar No. 51265

135 W. Central Blvd., Suite 300

Orlando, FL 32801

(407) 966-2680

mnardella@nardellalaw.com

EXHIBIT 1

Agreed Final Judgment to Quiet Title

[Follows this Page]

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN
AND FOR OSCEOLA COUNTY, FLORIDA**

**GB SKYVIEW KISSIMMEE PHASE I
OWNER LLC, a Delaware limited liability
company, THE CITY OF KISSIMMEE, a
municipal corporation of the State of
Florida,**

CASE NO: 2023 CA 005133 MF

Plaintiffs,

v.

**Carl Rush, Louise Rush Legere, John A.
Rush III, George Rush, Elizabeth White,
Elizabeth Rush McCoy, Charles A. Rush,
Bryan Simpson Jr., Nathan Bryan Simpson
Sr., Frank Allen May Jr., David Bryan May,
Elizabeth Lesley Keiffer, Thomas Morgan
Simpson, Arthur A. Simpson III, Katie
Pierce, Allen Simpson Murray,**

Defendants.

/

AGREED FINAL JUDGMENT TO QUIET TITLE

THIS CAUSE comes before the Court on the Stipulation and Consent to Entry of Final Judgment To Quiet Title filed by GB SKYVIEW KISSIMMEE PHASE I OWNER, LLC, a Delaware limited liability company (“Skyview”) and THE CITY OF KISSIMMEE, a municipal corporation of the State of Florida (the “City,” and together with Skyview, the “Plaintiffs”) and CARL RUSH, LOUISE RUSH LEGERE, JOHN A. RUSH, III, GEORGE RUSH, ELIZABETH WHITE, ELIZABETH RUSH MCCOY, CHARLES A. RUSH, BRYAN SIMPSON, JR., NATHAN BRYAN SIMPSON, SR., FRANK ALLEN MAY, JR., DAVID BRYAN MAY, ELIZABETH LESLIE KEIFFER, THOMAS MORGAN SIMPSON, ARTHUR A. SIMPSON, III, KATIE PIERCE, and ALLEN SIMPSON MURRAY (together the “Defendants”), and the Court having reviewed the Stipulation and Consent to Entry of Final Judgment to Quiet Title and

the pleadings on file, having reviewed the signatures of the parties on the final page hereto, and having been otherwise duly advised in the premises, and it is hereby:

ORDERED AND ADJUDGED:

1. This Court has jurisdiction of the subject matter and the parties. The Court notes the Stipulation and Consent to Entry of Final Judgment executed by the parties.

2. The address of the Skyview is 366 Beaumont Avenue, Kissimmee, Florida 34741.

3. The Stipulation and Consent to Final Judgment is hereby **APPROVED**.

4. Skyview is hereby awarded final judgment against Defendants and shall be placed in possession of the following property, and shall hereafter be considered the owner of the following described real property in Osceola County, Florida:

Lots 15, 16, and 23, Block N, RESUBDIVISION OF BLOCKS I, J, K, N, O, and P, MATHEW'S ADDITION TO KISSIMMEE CITY, according to the plat thereof, as recorded in Plat Book 1, Page 68 of the Public Records of Osceola County, Florida

(the "Subject Property").

5. Defendants are the only persons other than Plaintiffs holding any right, title, or interest to the Subject Property. Plaintiffs' title to the Subject Property is hereby quieted against the claims of Defendants, CARL RUSH, LOUISE RUSH LEGERE, JOHN A. RUSH, III, GEORGE RUSH, ELIZABETH WHITE, ELIZABETH RUSH MCCOY, CHARLES A. RUSH, BRYAN SIMPSON, JR., NATHAN BRYAN SIMPSON, SR., FRANK ALLEN MAY, JR., DAVID BRYAN MAY, ELIZABETH LESLIE KEIFFER, THOMAS MORGAN SIMPSON, ARTHUR A. SIMPSON, III, KATIE PIERCE, and ALLEN SIMPSON MURRAY, and all other persons claiming under or against them, or any of them, since the filing of the Complaint for Quiet Title.

6. Upon the entry of this Final Judgment of Quiet Title, Skyview shall have exclusive possession of the Property. If any Defendant remains in possession of the Property, the clerk shall without further order of the Court issue forthwith a writ of possession upon request of the Plaintiffs.

7. Jurisdiction of this action is retained to enter further orders and judgments on other counts in the complaint that are proper. Jurisdiction of this action is further retained to enter orders and judgments on any supplemental complaint to add an omitted party post-judgment for quiet title, to take such other actions as may be necessary to correct any title defect with respect to the property.

DONE AND ORDERED, in Osceola County, Florida, this _____ day of _____, 2024.

Honorable Thomas Wade Young
Circuit Court Judge

With copies to:

Michael A. Nardella, Esq.
NARDELLA & NARDELLA, PLLC
135 W. Central Blvd., Suite 300
Orlando, FL 32801
mnardella@nardellalaw.com
mjett@nardellalaw.com
Attorneys for Plaintiff GB SKYVIEW KISSIMMEE PHASE I OWNER LLC

Arthur Simpson, Esq.
P.O. Box 2574
Ormond Beach, FL 32175
arthur@attorneystitleandtrust.com
Attorney for Defendants, Carl Rush, Louise Rush Legere, John A. Rush, III, George Rush, Elizabeth White, Elizabeth Rush McCoy, and Charles A. Rush

John A. Tucker, Esq.
John “JD” Fox, Esq.
Foley & Lardner, LLP
One Independent Drive, Suite 1300

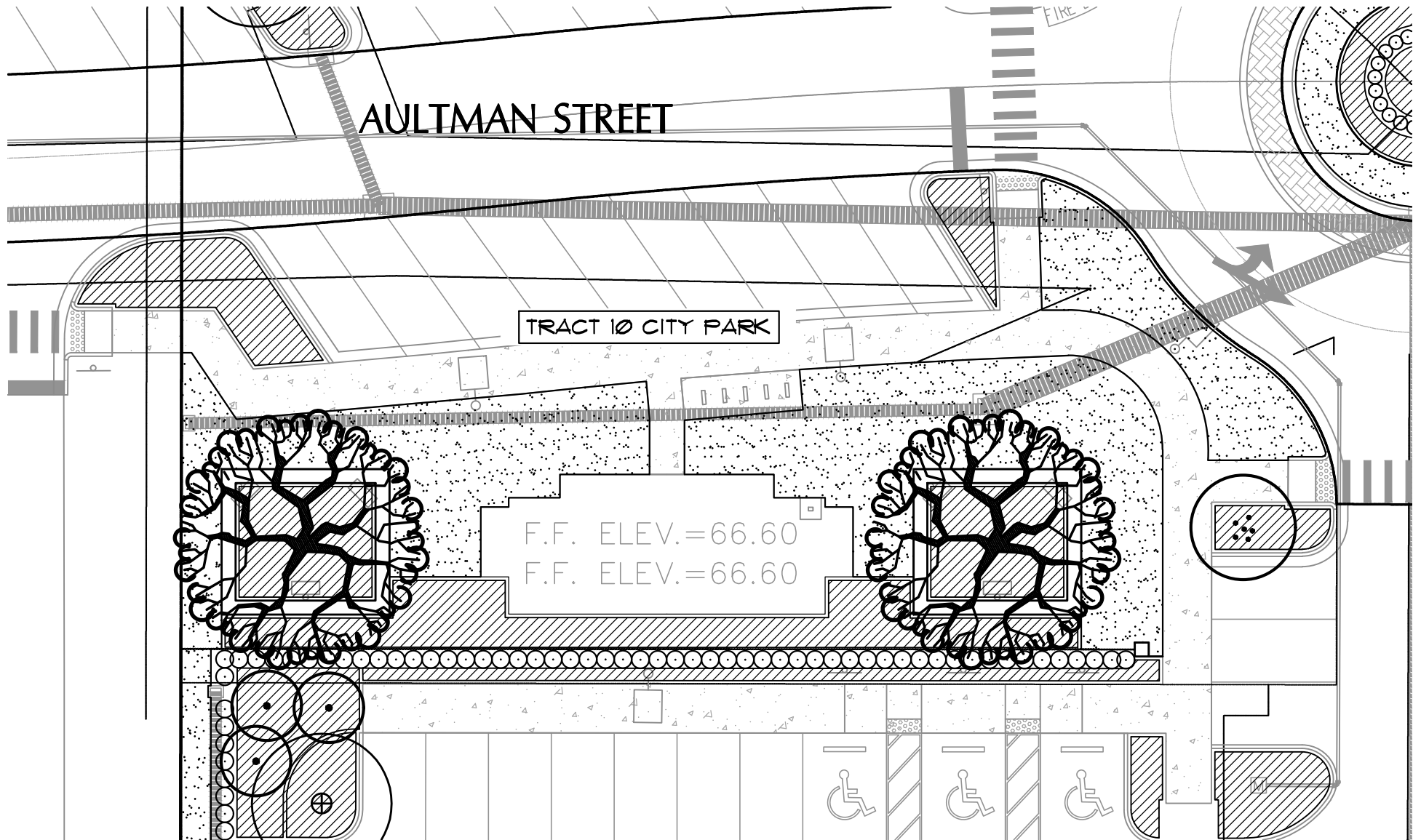
Jacksonville, FL 32202-5017

jtucker@foley.com

jfox@foley.com

avwilliams@foley.com

Attorneys for Defendant, Bryan Simpson, Jr.



ITEM 8.A

Prospera Annual Presentation and Approval of the FY2024-2025 Agreement

Request

Approve Agreement/Contract #20240483 for FY2024-2025.

Explanation

The City of Kissimmee has a partnership with Prospera to advance Hispanic business in our city. Prospera offers business education, consulting, minority certification, technical assistance and access to capital. Prospera is focused on tailoring their services according to the individual needs. Prospera has been very successful in providing education and resources to the community for new businesses and existing businesses alike.

Prospera will update the City Commission on its successes for this past year.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00122103-503434		Decrease	20,000	20,000

Financial Summary:

The cost for this agreement is \$20,000 and is included in the approved budget for this year.

Recommendation

Approve the Prospera agreement for FY2024-2025.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development

Presenter: Samia Singleton

Attachment(s):

1. 2024 Prospera City of Kissimmee Presentation
2. (S) Prospera 2024-2025 Agreement



Empowering Hispanic entrepreneurs since 1991

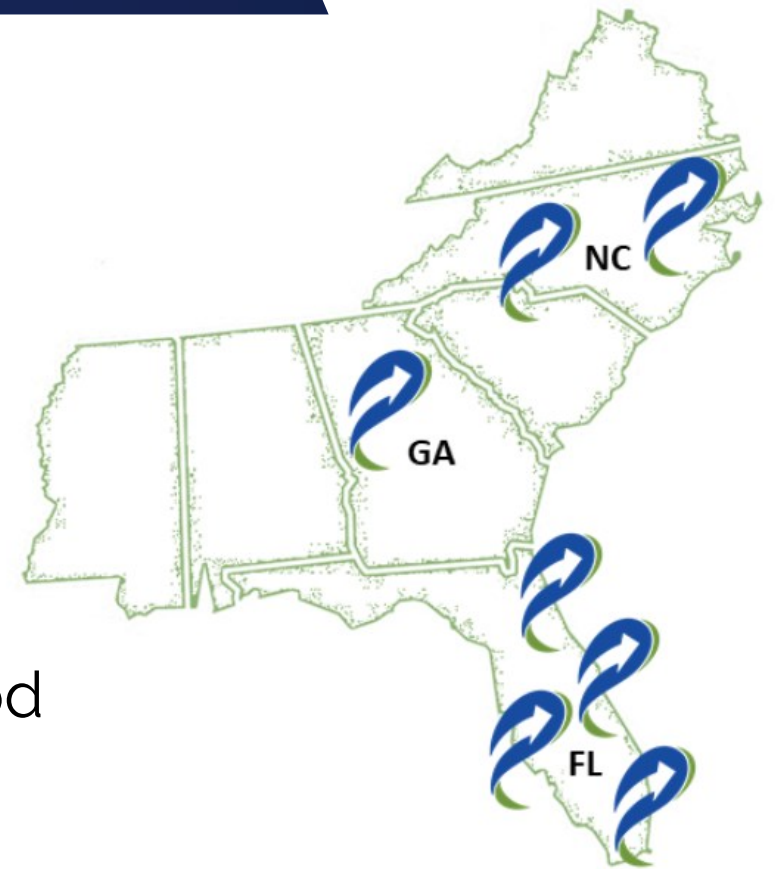


Prospera's mission is to help start, sustain,
and grow **Hispanic-owned businesses** to
achieve **community prosperity**.



About Prospera

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



Unique Service Model

- Prospera strives to increase the number of **sustainable businesses** and **create jobs**, one entrepreneur at a time.
- A **501(c)(3) nonprofit organization**, Prospera provides in-language and in-culture **training, support and resources to aspiring and established Hispanic small business owners, at no charge to them:**
 - Entrepreneurial seminars in Spanish
 - Individual consulting
 - Access to capital
 - Business advancement services



Maximizing Resources

- Prospera **leverages investments from diverse public and private sources** (city, county, and state governments; corporations; foundations; signature event sponsors; and individual donors), including client donations, to fund all services.
- Prospera **partners with fellow community-based and economic development organizations** to provide clients access to additional, complementary resources, including loans, networking, and professional development opportunities.



Central Florida

FY 2018-2023 Program Results



2,537

Clients provided
with individual
consulting



3,863

Jobs created or
retained



5,358

Orientation,
workshop &
training
participants



\$13.45 MM

Loans facilitated
for small
businesses



Prospera & City of Kissimmee

- **Office** at Osceola County Chamber of Commerce
- In-person and virtual **local consulting**
- Participated in local initiatives and business roundtables with **Vice-Mayor Olga Castaño** and **Commissioner Jannette Martinez**
- Kissimmee World Food Trucks **presentation**
- **Business Under the Stars** at Kissimmee Lakefront Park
- Recognized **City of Kissimmee small business as honoree** of 2023 Prospera Success Stories event.
- One **2024 Prospera Success Stories honoree** is also Kissimmee-based

Daisy Events + Rentals

- 2023 Prospera Success Stories honoree
- Established in 2017
- Prospera clients since 2020
- Started with 100 chairs for rentals
- Mexican and Puerto Rican spouses and co-owners
- Rebranding, marketing & sales plan, QuickBooks® training & set-up, consulting, help to increase revenues

DAISY
EVENTS + RENTALS



City of Kissimmee

FY2022-2023 Service Delivery

108

Clients
provided
consulting

183

Business
seminar
participants

\$27,192

Business advancement
services awarded
(market value)

\$460,000

Loan amount
marketed for clients

Kissimmee Outreach



**Small Business Roundtable hosted
by Vice Mayor Olga Castaño**

**Commissioner Martinez Community
Connections Non-profits Day**

Kissimmee Outreach *cont.*



Entrepreneurial workshop for food truck owners at Florida Technical College

Central Florida Annual Funders





*Thank you
for your support!*



**CITY OF KISSIMMEE
SERVICES AGREEMENT WITH PROSPERA
FY 2024/2025**

In consideration of the performance by Prospera, formerly known as the Hispanic Business Initiative Fund, of the below described services to be rendered to its citizens, City of Kissimmee agrees to pay a total sum of \$20,000 to Prospera. This agreement term is from October 1, 2024 through September 30, 2025.

Business Development Assistance:

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

Technical Business Assistance:

Provide clients personalized and confidential guidance in the following areas:

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

Organizational Activities

- Provide a minimum of one monthly business seminar and/or workshop on relevant business topics.
- Partner with other local business organizations when possible and appropriate.
- Provide the City a corporate table of 8 at Prospera's 2024 Success Stories Luncheon in Orlando, or other Prospera function should this event be canceled.
- Display the City of Kissimmee logo in all respective Prospera sponsorship locations.
- Provide City Commission with program updates during a Commission meeting.
- Provide the City's Economic Development Office an annual report of activities and accomplishments, which includes a breakdown of clients served by ZIP code from the following city limit Zip Codes (34741; 34742; 34743; 34744; 34745)
- Present Year-End summary report to the City Commission during a Commission meeting in August or September which may include the request for approval of the funding agreement for the following fiscal year.

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

ATTEST:

CITY OF KISSIMMEE, FLORIDA

City Clerk

City Manager

APPROVED AS TO FORM AND LEGALITY

City Attorney

PROSPERA



President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 20 day of August, 2024, by Augusto Sanabria who is the President/CEO of Prospera and who is personally known to me or who has produced _____ as identification.

Carmen Coto Rondon
Notary Signature:

Stamp:



Carmen C. Soto-Rondon
Notary Public
State of Florida
Comm# HH118494
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