MEETING AGENDA (REVISED)
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, OCTOBER 7, 2025 AT 6:00 PM

1. **MEETING CALLED TO ORDER**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
3. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**
   - 3.A Promotion Ceremony for Fire Engineers and Lieutenants
   - 3.B Service Awards for July, August, and September 2025
   - 3.C Employee of the Month for October
4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**
   - 4.A Public Hearing - Final Reading - Proposed Ordinance #25-03 - Amending the Zoning Map designation from Mixed Use Urban Corridor (T5-U) to Industrial Business (IB): Armstrong Rezoning - ZMA-25-0001

     AN ORDINANCE AMENDING ORDINANCE NO. 3110 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.
   - 4.B Public Hearing - Second & Final Reading - Proposed Ordinance #25-08 - Deletion of the Building Fee Ordinance

     AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CHAPTER 9 BUILDINGS AND BUILDING REGULATIONS, AMENDING DIVISION 5 BUILDING PERMITS SECTION 9-115 COMMERCIAL PERMIT FEES; SECTION 9-116 MULTIFAMILY PERMIT FEES; SECTION 9-117 MISCELLANEOUS PERMIT FEES; SECTION 9-118 SINGLE FAMILY RESIDENCE PERMIT; SECTION 9-119 INSPECTIONS; SECTION 9-120 VALUATION OF CONSTRUCTION; SECTION 9-121 FAILURE TO OBTAIN A PERMIT; SECTION 9-122 PLAN REVISIONS; SECTION 9-124 PERMIT EXTENSIONS; SECTION 9-125 ANNUAL INCREASE; SECTION 9-126 TECHNOLOGY; SECTIONS 9-127 THROUGH 9-140 RESERVED; DIVISION 6 MECHANICAL PERMITS SECTION 9-141 SCHEDULE OF PERMIT FEES; SECTION 9-142 FAILURE TO OBTAIN A PERMIT; SECTION 9-143 PLAN REVISIONS; SECTION 9-144 DUPLICATE PERMITS; SECTION 9-145 PERMIT EXTENSIONS; SECTION 9-146 ANNUAL INCREASE; SECTION 9-147 TECHNOLOGY; SECTIONS 9-148 THROUGH 9-165 RESERVED; DIVISION 7 PLUMBING PERMITS; SECTION 9-166 SCHEDULE OF PERMIT FEES; SECTION 9-167 INSPECTIONS; SECTION 9-168 FAILURE TO OBTAIN A PERMIT; SECTION 9-169 PLAN REVISIONS; SECTION 9-171 PERMIT EXTENSIONS; SECTION 9-172 ANNUAL INCREASE; SECTION 9-173 TECHNOLOGY; SECTIONS 9-174 THROUGH 9-185 RESERVED; DIVISION 8 ELECTRICAL PERMITS SECTION 9-186 SCHEDULE OF PERMIT FEES; SECTION 9-187 INSPECTIONS; SECTION 9-188 FAILURE TO OBTAIN A

PERMIT; SECTION 8-189 PLAN REVISIONS; SECTION 9-191 PERMIT EXTENSIONS; SECTION 9-192 ANNUAL INCREASE; SECTION 9-143 TECHNOLOGY; SECTIONS 9-194 THROUGH 9-222 RESERVED; DIVISION 9 FIRE PERMITS SECTION 9-223 SCHEDULE OF PERMIT FEES; SECTION 9-224 INSPECTION FEES; SECTION 9-225 FAILURE TO OBTAIN A PERMIT; SECTION 9-226 PLAN REVISIONS; SECTION 9-227 DUPLICATE PERMITS; SECTION 9-228 PERMIT EXTENSIONS; SECTION 9-229 ANNUAL INCREASE; SECTION 9-230 TECHNOLOGY; SECTIONS 9-231 THROUGH 9-241 RESERVED; DIVISION 10 REFUNDS SECTION 9-242 FEE REFUNDS; SECTION 9-243 APPLICABILITY; AND SECTION 9-244 NON-REFUNDABLE CONDITIONS AND FEES BY UPDATING THE FEES TO ADEQUATELY ADDRESS THE COST OF PROCESSING ITEMS, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

5. PUBLIC HEARINGS

5.A Public Hearing - Substantial Amendment to the Osceola County HOME Consortia HOME Allocation for FY2023 and its accompanying Amended Resolution

5.B Public Hearing - Adoption of a resolution to vacate right-of-way located adjacent to 15 Church St. - ABDN-25-0002

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 16, 2025 meeting and the September 22, 2025 workshop

7.B Adoption by Resolution of the Building Permit Fees

7.C Consent to Sub-Lease Between MaxFlight Helicopter Services Inc. and Enterprise Leasing Company of Orlando, LLC

7.D Second Amendment to Lease for Florida Coach Inc.

7.E Lease purchase agreement between the City of Kissimmee and Axon Enterprise, Inc. for FUSUS – Real Time Crime Center (RTCC) digital platform

7.F CentralSquare Technologies annual software maintenance fee for OneSolution Public Safety Software Suite

7.G Interlocal Agreement with Osceola County, City of St. Cloud, School Board of Osceola County, and Osceola Legislative Effort, Inc.

7.H Purchase of annual budgeted computer equipment

7.I Disposal of City Assets

7.J Request for Proposal 2025-012 and Neighborhood Stabilization Program New Construction Agreement - 2W Solutions Construction Corp/DBA 2W Solutions

7.K Installation of a cured-in-place stormwater pipe under Westlake Drive

7.L MBF Mobile Command Vehicle Purchase

7.M Local Government Contribution for Affordable Housing Projects (2025)

7.N Airport Disadvantage Business Enterprise (DBE) / Unified Certification Program (UCP)

7.O Space/Use Permit Renewal for Terry's Electric

7.P License Agreement Between Kissimmee Gateway Airport and Florida Department of Transportation

7.Q Tyler Software Service Agreement

7.R Temporary Space Use Agreement – Carroll Street/Thacker Avenue Parcel

7.S Design Services Agreement for the City of Kissimmee Emergency Operations/Communications Center & Parking Garage

7.T Kissimmee Mill Run Park Fire Station – Construction Manager At Risk, Guaranteed Maximum Price Addendum with CORE Construction

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A (VSCRA) RFQ #2025-005 - Request to Negotiate with Qualified Respondent to Acquire and Redevelop the Kmart Site, 2211 W. Vine Street.

8.B (VSCRA) Agreement with Cross Construction Services, Inc. for demolition of the former Big Lots and Kmart buildings at 2211 W. Vine Street.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.C Prospera Annual Presentation and Approval of the FY2025-2026 Funding Agreement

8.D Agreement between the University of Central Florida Research Foundation through the National Entrepreneur Center and the City of Kissimmee for FY 2026

8.E Amendment to the Economic Development Incentives

8.F Legislative Priorities 2025-2026

8.G Commission Travel Authorization

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
Promotion Ceremony for Fire Engineers and Lieutenants

Request

Staff requests that newly promoted Fire Engineers and Lieutenants be sworn in to their newly appointed positions.

Explanation

The Fire Department placed its newest Engine, Engine 11, in service on Saturday, September 27th. Five engineers and three lieutenants have been promoted to staff new Engine 11.

The newly promoted employees to be sworn in are:

Engineer: David Losey
Engineer Taylor Bruno
Engineer Paul "Bo" Love
Engineer Ken Tighe
Engineer Isaiah Radford
Lieutenant Ian Wooten
Lieutenant Justin Greenhill
Lieutenant Fernando Almeida

Department: Fire
Presenter:

Attachment(s):
1. (S) Oaths of Office for Promotion Ceremony

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

October 7, 2025

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

Seal

David Losey

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

October 7, 2025

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

Seal

David Losey

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

October 7, 2025

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

Seal

Taylor Bruno

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

October 7, 2025

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

Seal

Taylor Bruno

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

October 7, 2025

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

Seal

Paul Love

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

October 7, 2025

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

Seal

Paul Love

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

October 7, 2025

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

Seal

Ken Tighe

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

October 7, 2025

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

Seal

Ken Tighe

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

October 7, 2025

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

Seal

Isaiah Radford

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

October 7, 2025

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

Seal

Isaiah Radford

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

October 7, 2025

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

Seal

Ian Wooten

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

October 7, 2025

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

Seal

Ian Wooten

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

October 7, 2025

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

Seal

Justin Greenhill

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

October 7, 2025

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

Seal

Justin Greenhill

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

October 7, 2025

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

Seal

Fernando Almeida

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

October 7, 2025

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

Seal

Fernando Almeida

Attest (City Clerk)

Jim Walls, Fire Chief

ITEM 3.B
Service Awards for July, August, and September 2025

Request

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

Explanation

Five-Years	James Hardy	Fire
	Leandro Angelo	Police
	James Lietz	City Manager
	Joshua Lugo Acevedo	Police
Ten-Years	Christopher Bright	Public Works
	Joseph Walk	Finance
	David Toro	Police
	Barbara Rivera	Police
Fifteen-Years	Corey Anthony	Police
	Charles Popp	Police
	Jean Paul Antepara	Police
Twenty-Years	Jose Chacon	Public Works
	Jeremy Donovan	Fire
Twenty-Five Years	Nydia Hernandez	Police

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 3.C
Employee of the Month for October

Request

Staff requests that the City Commission join the City Manager in recognizing John Rooney of the Fire Department as the Employee of the Month for October.

Explanation

The City is pleased to announce that John Rooney, Accreditation Specialist with the Fire Department, has been named Employee of the Month for October 2025. John began his career with the City of Kissimmee in 2006 and over the course of his career has proven his outstanding commitment to community safety, education and prevention. His work exemplifies the values of service, integrity and compassion.

John has demonstrated exceptional attention to detail and care during car seat inspections. His thorough understanding of child passenger safety ensures that every seat is properly installed, every harness correctly adjusts, and every parent leaves the car seat installation check confident that their child is secure.

In classrooms across the community, John brings fire safety to life. His engaging presentations teach children how to respond in emergencies, practice safe habits and become safety ambassadors in their homes. From public workshops to neighborhood canvassing, John Rooney is a tireless advocate for fire prevention. His leadership in outreach programs has strengthened community resilience and built lasting trust.

The City thanks John for being a shining example of what it means to serve with heart and excellence.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 4.A

Public Hearing - Final Reading - Proposed Ordinance #25-03 - Amending the Zoning Map designation from Mixed Use Urban Corridor (T5-U) to Industrial Business (IB): Armstrong Rezoning - ZMA-25-0001

AN ORDINANCE AMENDING ORDINANCE NO. 3110 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Request

Approval of a Zoning Map Amendment to change the Zoning Map designation from Mixed Use Urban Corridor (T5-U) to Industrial Business (IB) on approximately 2.69 acres of land on Parcel ID: 19-25-29-00U0-0014-0000.

Explanation

This parcel is currently vacant. The current Mixed Use Urban Corridor (T5-U) Zoning designations on the parcels in this area were established with the adoption of the Form Based Code (Ord. 3034) at the August 4, 2020, City Commission meeting. Prior to 2020, the parcel had a Highway Commercial (HC) Zoning designation with the additional use, design and development standards of the Vine Street Overlay District. The Overlay permitted limited light industrial/flex office space within the highway commercial zoning.

This Zoning Map Amendment (ZMA) will provide consistency and compatibility with the parcel's Mixed-Use Vine Street Overlay District (MU-V) Future Land Use designations. The vision of this land use is focused on several community design and economic development goals. The Industrial Business Zoning is intended for properties suitable for industrial development, but where proximity to residential or commercial zones makes it desirable to limit the manner and extent of industrial operations. It is intended to permit the normal operation of a variety of industrial and related uses under such conditions that will protect nearby development. Various commercial uses which are compatible with typical industrial uses shall also be allowed according to the provisions of this section (Land Development Code Section 14-4-4(N)).

FINDINGS AND REASONS

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.9.3, Vine Street Mixed-Use (MU-V), which is intended to transform existing strip-style, highway commercial development into a connected series of mixed-use, urban scale neighborhoods and other community focal points. This vision is focused on several community design and economic development goals. The maximum development density and intensity that may be applied at the project level shall be 40 du/ac and up to 6.0 FAR, and shall be implemented through the adopted Vine Street Community Redevelopment Agency Master Plan.
2. Compliance with Land Development Code Section 14-3-27, Zoning Map and Land Development Code Amendments, in regards to the submittal and review procedures and criteria to support an amendment.
3. Compliance with Land Development Code Section 14-4-4(N), the Industrial Business (IB) Zoning District which is intended for properties suitable for industrial development. Where industrial development is in proximity to residential or commercial zones, it is desirable to limit the manner and extent of industrial operations. This Zoning District is also intended to permit

various commercial uses which are compatible with typical industrial uses and in suitable areas which have been assigned an Industrial Business (IN) Future Land Use designation.

Recommendation

Approve

The Development Review Committee (DRC) recommended approval on March 18, 2025.

The Planning Advisory Board (PAB) recommended approval by a vote of 4 to 1 on May 7, 2025.

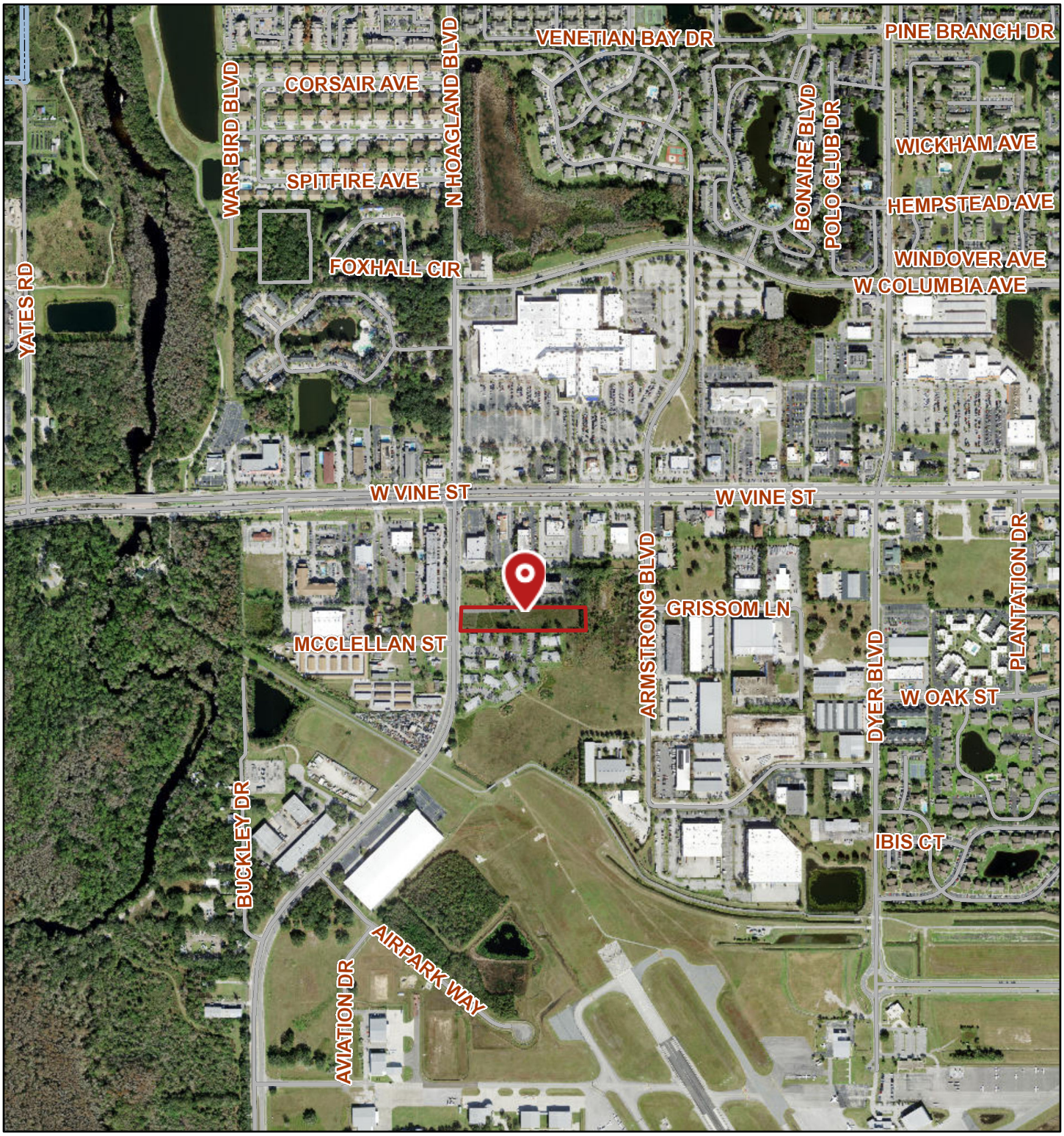
REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Ryan Altizer

Attachment(s):

1. ZMA-25-0001 Aerial Map
2. ZMA-25-0001 Vicinity Map
3. ZMA-25-0001 Site Data TableS
4. (S)ZMA-25-0001 Armstrong Proposed Ord 25-03
5. ZMA-25-0001 - News Paper Ad
6. ZMA-25-0001 - Business Impact Estimate
7. ZMA-25-0001 DRC Comments
8. ZMA-25-0001 DRC Supporting Documents



April 7, 2025

1:12,037

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Parcels

Road Centerlines

City Limits

CITY

COUNTY

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

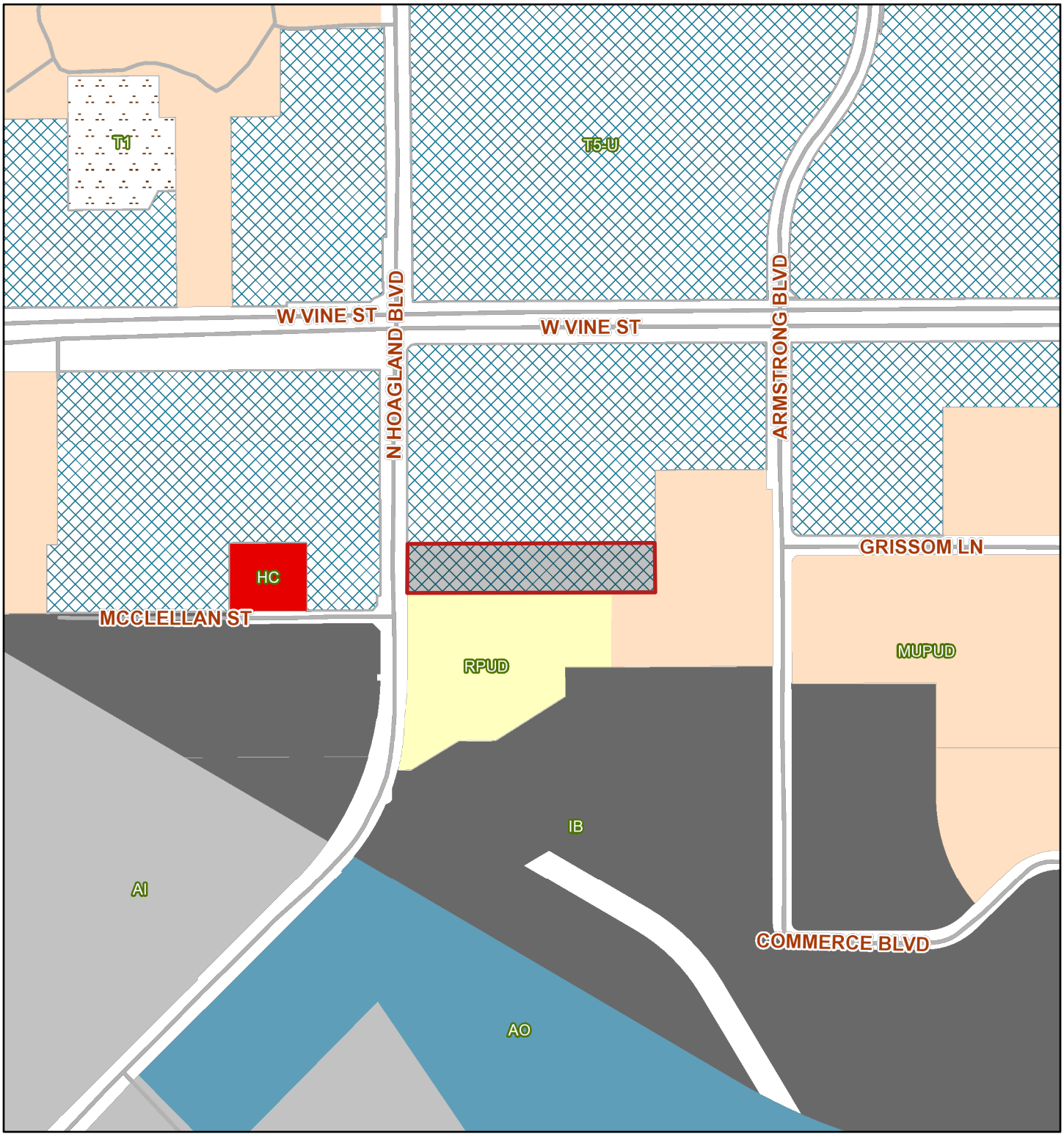
High Resolution 30cm Imagery

Citations

2.4m Resolution Metadata

State of Florida

ZMA-25-0001
Armstrong Rezoning
0 N. Hoagland Blvd, Parcel ID: 19-25-29-00U0-0014-0000



August 29, 2025

1:6,019

0 0.04 0.09 0.18 mi

0 0.05 0.1 0.2 km

Legend

City Limits

Zoning District

- AC (Agricultural Conservation)
- AI (Airport Industrial)
- AO (Airport Operations)
- B-2 (Neighborhood Commercial)
- B-3 (General Commercial)
- B-5 (Office Commercial)
- BP (Business Park)
- CF (Community Facility)
- HC (Highway Commercial)
- HF (Hospital Facility)
- IB (Industrial Business)
- MH (Mobile Home 6,000 sqft)
- MHP (Mobile Home Park)
- MUPUD (Mixed Use Planned Unit Development)
- OS (Open Space)
- RA-1 (Single Family Residential)
- RA-2 (Single Family Residential)
- RA-3 (Single Family Residential)
- RA-4 (Single Family Residential)
- RB-1 (Medium Density Residential)
- RB-2 (Medium Density Residential - Office)
- RC-1 (Multiple Family Medium Density Residential)
- RC-2 (Mutliple Family High Density Residential)
- RE (Residential Estate)
- RPB (Residential Professional Business)
- RPUD (Residential Planned Unit Development)
- SRPUD (Short Term Rental Planned Unit Development)
- UT (Utilities)
- SD (Special District)
- T1 (Natural)
- T3 (Edge)
- T4-O (Neighborhood Open)
- T4-R (Neighborhood Restricted)
- T5-M (Mixed-Use Center)
- T5-U (Mixed-Use Urban Core)
- T6 (Waterfront)

Armstrong Zoning Map Amendment, ZMA-25-0001
Parcel ID#19-25-29-00U0-0014-0000; 0 N. Hoagland Blvd
South of W. Vine St. and North of McClellan St.
Site Data Tables

Site Data	
Size	2.69 acres
Future Land Use Designation	Mixed-Use Vine Street Overlay District (MU-V)
Proposed Future Land Use Designation	N/A
Zoning District Designation	Mixed Use Urban Corridor (T5-U)
Proposed Zoning District Designation	Industrial Business (IB)
Existing Overlay District	N/A
Existing Use(s)	Vacant
Proposed Use(s)	N/A
Adjacent Land Use	
North	Mixed-Use Vine Street Overlay District (MU-V)
South	Mixed-Use Vine Street Overlay District (MU-V)
East	Mixed-Use Vine Street Overlay District (MU-V)
West	Mixed-Use Vine Street Overlay District (MU-V)
Adjacent Zoning	
North	Mixed Use Urban Corridor (T5-U)
South	Residential Planned Unit Development (RPUD) – Heatherwood Apartments and Mixed- Use Planned Unit Development (MUPUD) – Armstrong Commerce Center
East	Mixed- Use Planned Unit Development (MUPUD) – Armstrong Commerce Center
West	Mixed Use Urban Corridor (T5-U)
Zoning History	Before the implementation of the form-based code in 2020, this parcel had a zoning of Highway Commercial (HC) within the Vine Street Overlay District.
Past/Current Project Tracking	N/A

Comprehensive Plan Summary	
Policy 1.2.9.3, Mixed- Use – Vine Street Overlay District: The Vine Street Mixed-Use (MU-V) is designated on the Future Land Use Map, and is intended to transform existing strip-style, highway commercial development into a connected series of mixed-use, urban scale neighborhoods and villages connected to downtown and other community focal points. This vision is predicated on implementing the City's adopted multimodal transportation strategy, which for the Vine Street Corridor Community Redevelopment Agency Area promotes community design and economic development goals. The maximum development density and intensity that may be applied at the project level shall be 40 du/ac and up to 6.0 FAR, and shall be implemented through the adopted Vine Street Community Redevelopment Agency Master Plan.	
Potential Zoning Districts	Commercial and Light Industrial Districts: HC and IB

	Form-based Districts: T4-O, T5-U, T5-M and SD
	Planned Unit Development District – MUPUD, RPUD, SRPUD, PUD

Zoning District Standards District Summary
Land Development Code Section 14-4-4(N), Industrial Business (IB) Intent: The Industrial Business (IB) District is intended for properties suitable for industrial development, but where proximity to residential or commercial zones makes it desirable to limit the manner and extent of industrial operations. It is intended to permit the normal operation of a variety of industrial and related uses under such conditions of operation as will protect nearby development. Various commercial uses which are compatible with typical industrial uses shall also be allowed according to the provisions of this section.

Comprehensive Plan Future Land Use & Zoning Comparisons		
	Existing Future Land Use & Zoning	*Requested Future Land Use & Zoning*
Uses	Mixed-Use Vine Street Overlay District (MU-V)	Mixed-Use Vine Street Overlay District (MU-V)
	Mixed Use Urban Corridor (T5-U)	Industrial Business (IB)
	Residential and Commercial	N/A

Public Facilities Analysis	
Transportation	
Adjacent street	Hoagland Blvd
Street Quality of Service (QOS)	Adjacent Street is under Osceola County jurisdiction.
Sanitary Sewer	
Is volume less than 98% capacity?	N/A – Compliance
Potable Water	
Is volume less than 98% capacity?	N/A – Compliance
Is water pressure at least 40lbs per square inch?	N/A – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance
Recreation	
Is active recreation area at least 2	N/A – Compliance

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

PROPOSED ORDINANCE NO. 25-03
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3110 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION THAT ORDINANCE NO. 3110 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1. Ordinance No. 3110, known as the City of Kissimmee Land Development Code, is hereby amended so as to rezone the following described property to-wit:

FROM: T5-U (Mixed Use Urban Corridor) – City

TO: IB (Industrial Business) – City

The subject property is located at: Parcel ID: 19-25-29-00U0-0014-0000

Legal Description:

COM AT SW COR OF LOT 26, KISSIMMEE EXECUTIVE PARK PB 2 PG 206, S 225 FT TO POB; E 791 FT, S 153.28 FT, W 791 FT TO E R/W OF HOAGLAND BLVD, N 150 FT TO POB LESS BEG AT SW COR LOT 1 DAWSON`S PB 9 PG 28, S 150.27 FT, W 10 FT, N 150.22 FT, E 10 FT TO POB

2.69 acres, more or less.

A map of the area is included with this ordinance.

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

SECTION 3. Except as hereby amended said City of Kissimmee Land Development Code Ordinance No. 3109 as heretofore amended shall remain in full force and effect.

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

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this **7th** day of **October**, 20**25**.

_____
Mayor - Commissioner

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

ZMA-25-0001
Armstrong Rezoning
0 N. Hoagland Blvd, Parcel ID: 19-25-29-00U0-0014-0000



August 29, 2025

1:6,019

0 0.04 0.09 0.18 mi

0 0.05 0.1 0.2 km

Legend

City Limits

Zoning District

AC (Agricultural Conservation)
AI (Airport Industrial)
AO (Airport Operations)
B-2 (Neighborhood Commercial)
B-3 (General Commercial)
B-5 (Office Commercial)
BP (Business Park)
CF (Community Facility)
HC (Highway Commercial)
HF (Hospital Facility)
IB (Industrial Business)
MH (Mobile Home 5,000 sqft)
MHP (Mobile Home Park)
MUPUD (Mixed Use Planned Unit Development)
OS (Open Space)
RA-1 (Single Family Residential)
RA-2 (Single Family Residential)
RA-3 (Single Family Residential)
RA-4 (Single Family Residential)
RB-1 (Medium Density Residential)
RB-2 (Medium Density Residential - Office)
RC-1 (Multiple Family Medium Density Residential)
RC-2 (Multiple Family High Density Residential)
RE (Residential Estate)
RPD (Residential Professional Duplexes)
RPUD (Residential Planned Unit Development)
SRPUD (Short Term Rental Planned Unit Development)
UT (Utilities)
SD (Special District)
T1 (Natural)
T3 (Edge)
T4-O (Neighborhood Open)
T4-R (Neighborhood Restricted)
T5-M (Mixed-Use Center)
T5-U (Mixed-Use Urban Core)
T6 (Waterfront)

Orlando Sentinel
MEDIA GROUP

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 05, 2025.

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



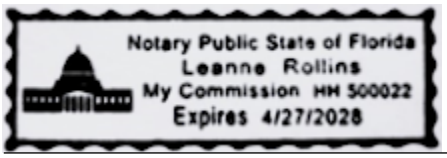
Signature of Affiant

Rose Williams
Name of Affiant

Sworn to and subscribed before me on this 5 day of September, 2025,
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

7865274

Newspaper: Orlando Sentinel Advertiser: City of Kissimmee Planning Services
Issue Date: Fri, 09/05/25 Ad Number: 7865274-1

Questions trail acting CDC director

RFK Jr. deputy lacks training in medicine, has libertarian streak

By Matthew Perrone
Associated Press



Health Secretary Robert F. Kennedy Jr., right, swears in Jim O'Neill, the CDC's interim director, as his deputy June 9. **DEPARTMENT OF HEALTH AND HUMAN SERVICES**

WASHINGTON — Jim O'Neill, a former investor, critic of health regulations and Health Secretary Robert F. Kennedy Jr.'s deputy, is taking control of the U.S. Centers for Disease Control and Prevention following a tumultuous week in which the agency's director was forced out.

O'Neill was picked last week by President Donald Trump to be the CDC's interim director, supplanting Susan Monarez, a longtime government scientist.

Monarez had been the CDC director for less than a month. Her lawyers said she refused "to rubber-stamp unscientific, reckless directives and fire dedicated health experts."

O'Neill takes over an agency that has been rocked by firings, resignations and efforts by Kennedy to reshape the nation's vaccine policies to match his long-standing suspicions about the safety of long-established shots.

O'Neill said Aug. 29 in a social media post that he looked forward to working with CDC staff and "announcing additions to the senior leadership in the weeks ahead." He added that he would continue to serve as HHS deputy.

A former associate of billionaire tech entrepreneur Peter Thiel, O'Neill previously helped run one of Thiel's investment funds and later managed several of his other projects. Those included a nonprofit working to develop human-made islands that would float outside U.S. territory, allowing them to experiment with new forms of government.

He has no training in medicine or health care and holds bachelor's and master's degrees in humanities.

O'Neill has kept a markedly lower profile than Trump's other top health officials, all of whom joined the administration as Washington outsiders. He's also the only one with experience working at HHS, where he served for six years under President George W. Bush.

Those who know him say he'll likely be tasked with trying to calm the situation at CDC — though it's unclear what, if any, independence he'll have from Kennedy.

"Jim O'Neill is a health care policy professional and I don't think anybody can accuse him of being an RFK Jr. sock puppet," said Peter Pitts, a former FDA official under Bush. "The question becomes whether the role of CDC director becomes a strictly paper tiger position, where the person only does what they're told to by the secretary."

O'Neill is not closely associated with Kennedy's "Make America Healthy Again" movement and its efforts against food dyes, fluoride and ultraprocessed foods.

He was also not a major critic of public health measures during the pandemic, unlike Food and Drug Administration chief Marty Makary and other several Trump officials. Although O'Neill did use social media to criticize FDA efforts to stop the prescribing of unproven treatments for COVID-19, including the anti-parasite drug ivermectin.

O'Neill has long-standing ties to the libertarian wing of the Republican Party, including Thiel, one of Trump's leading supporters from Silicon Valley. Like Thiel, O'Neill has expressed disdain for many parts of the federal bureaucracy, saying it hinders advances in medicine, technology and other areas.

During Trump's first term, O'Neill was vetted as a possible choice to lead the FDA, although his past statements about the agency raised alarms among pharmaceutical and medical technology executives.

In particular, O'Neill proposed doing away with the FDA's 60-year-old mandate of assuring new drugs are both safe and effective in treating disease. In a 2014 speech, O'Neill suggested drug effectiveness could be established after medicines hit the market.

Trump ultimately nominated Dr. Scott Gottlieb, a former FDA official and supporter of the agency's regulatory approach, as commissioner.

After being nominated to the HHS post, O'Neill voiced support for the federal government's traditional system for overseeing vaccines while refusing to criticize Kennedy's views on the topic.

"I support CDC's recommendations for vaccines," O'Neill told Sen. Bill Cassidy, R-La., at a confirmation hearing in June. "I think that's a central role that CDC has. It's mandated in law."

Sen. Ron Wyden, D-Ore., pressed O'Neill on statements by Kennedy downplaying the safety and effectiveness of vaccines to prevent measles and other diseases.

"Secretary Kennedy has not made it difficult nor discouraged people from taking vaccines," O'Neill responded.

Within weeks, O'Neill could be asked to sign off on new recommendations from a CDC panel that Kennedy has reshaped with vaccine skeptics. The group is scheduled to meet this month to review vaccinations for measles, hepatitis and other conditions that have long been established on the government immunization schedule for children.

Traditionally, the CDC director signs off on recommendations from the panel. But Monarez was ousted after, among other things, she refused to automatically sign off the committee's recommendations, said Dr. Richard Besser, a former CDC acting director who spoke to her.

As an acting official, federal law limits O'Neill to no more than 210 days heading the agency before he must step aside or be formally nominated to the post.

NOTICE OF PUBLIC HEARING CITY COMMISSION

The City Commission will consider a request to amend the Official Zoning Map referenced in Ordinance No. 3110 known as the Land Development Code of the City of Kissimmee rezoning the property hereinafter described as follows:

FROM: **T5-U (Mixed-Use Urban Corridor) - City**

TO: **IB (Industrial Business) - City**

The subject property is located at **0 N. Hoagland Blvd Parcel ID: 19-25-29-00U0-0014-0000**

Legal Description:

COM AT SW COR OF LOT 26, KISSIMMEE EXECUTIVE PARK PB 2 PG 206, S 225 FT TO POB; E 791 FT, S 153.28 FT, W 791 FT TO E R/W OF HOAGLAND BLVD, N 150 FT TO POB LESS BEG AT SW COR LOT 1 DAWSON`S PB 9 PG 28, S 150.27 FT, W 10 FT, N 150.22 FT, E 10 FT TO POB

PROPOSED ORDINANCE #25-03: AN ORDINANCE AMENDING ORDINANCE NO. 3110 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

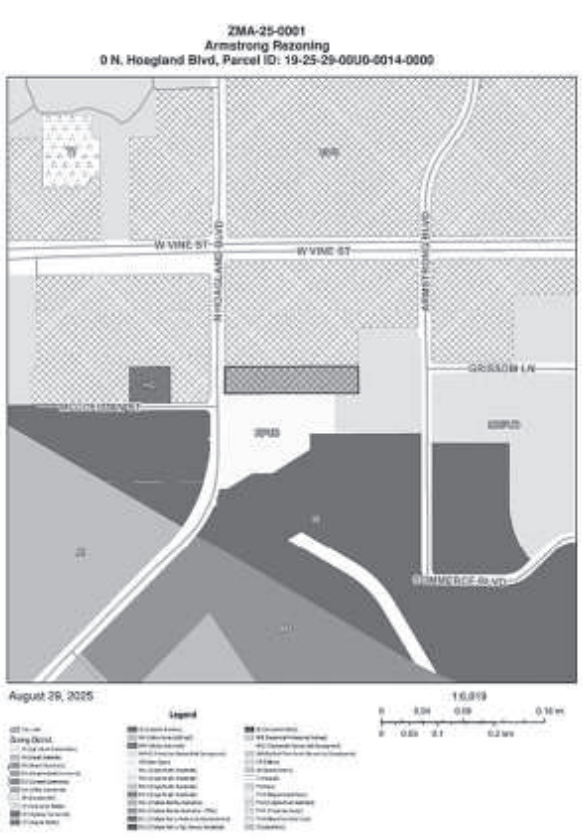
The City Commission will hold a Public Hearing on **Tuesday, October 7, 2025** at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, and will consider the adoption of an Ordinance to rezone the above described property following the public hearing.

A copy of the proposed Ordinance may be inspected in the office of the Development Services Department at City Hall, 101 Church Street. All interested parties may appear and be heard on the above date. Written opinion will be received until 5:30 p.m., Tuesday, October 7, 2025. Any questions may be directed to the Development Services Department at (407) 518-2140 or planning@kissimmee.gov.

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

Reference # ZMA-25-0001
Armstrong Zoning

CITY COMMISSION
KISSIMMEE, FLORIDA



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

In accordance with Florida Statues 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.

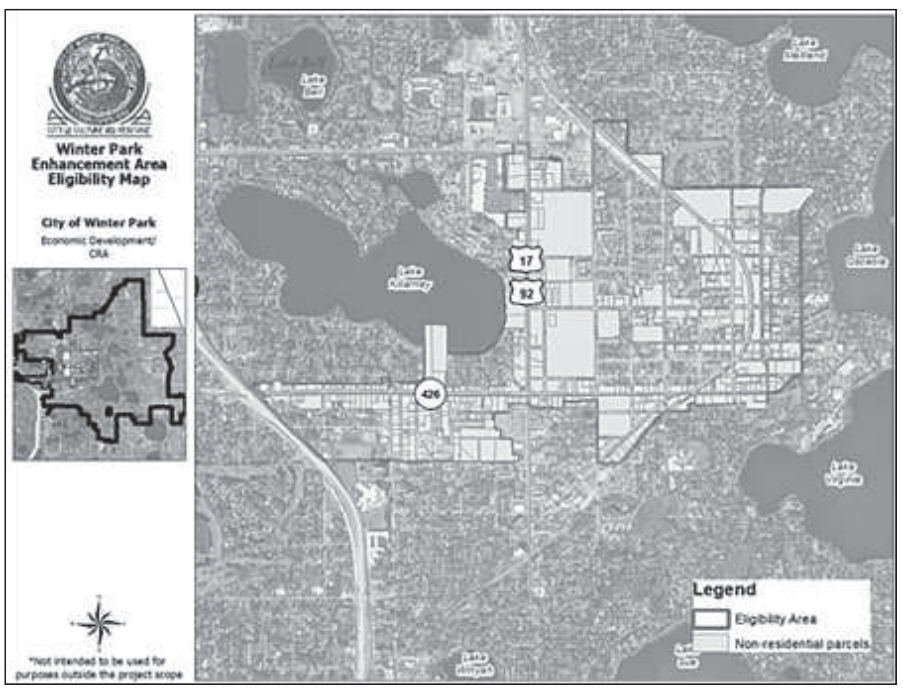
Public Hearing

NOTICE OF BROWNFIELD AREA AND DESIGNATION AS ECONOMIC ENHANCEMENT DISTRICT PURSUANT TO SECTION 376.80, FLORIDA STATUTE

NOTICE IS HEREBY GIVEN BY THE CITY OF WINTER PARK, FLORIDA, that the Winter Park City Commission proposes to adopt the following resolution #2305-25:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING CERTAIN LAND WITHIN THE BOUNDARIES OF THE COMMUNITY REDEVELOPMENT AREA OF THE CITY OF WINTER PARK AS AN ECONOMIC ENHANCEMENT DISTRICT (FOR BROWNFIELD DESIGNATION); DESIGNATING THE ECONOMIC DEVELOPMENT ADVISORY BOARD (EDAB) AS THE RECOMMENDING BODY TO THE CITY COMMISSION AS THE ECONOMIC ENHANCEMENT DISTRICT BOARD; AUTHORIZING THE CITY OF WINTER PARK TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING FOR AN EFFECTIVE DATE.

One public hearing on the resolution will be held on September 10, 2025. The public hearings will be held in City Hall Commission Chambers, located at 401 Park Avenue South in the City of Winter Park, Florida.



Pursuant to the provisions of the Americans with Disabilities Act: any person requiring special accommodation to participate in this meeting, because of disability or physical impairment, should contact the City Clerk Office at 407-599-3453 at least 48 hours in advance of this hearing.

Pursuant to §286.0105 of the Florida Statues: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and they need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

Business Impact Estimate

Proposed ordinance's title/reference: **PROPOSED ORDINANCE NO. 25-03**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

[1] See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance amends the City's __3110_ Ordinance.
2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The City's costs will not have increased, and if this ordinance becomes effective, the cost for $0 will not increase.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

4. Additional information the governing body deems useful (if any): N/A

DEVELOPMENT PROJECT COMMENT FORM

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

ADDRESS: 19-25-29-00U0-0014-0000 **DATE: 3/12/2025**
PERMIT NUMBER: ZMA-25-0001
PROJECT NAME: Armstrong Rezoning
REVIEW VERSION NUMBER: V.1

Review Status:
APPROVED.

PLANNING DIVISION - Ryan Altizer - 407.518.2107 – Ryan.Altizer@kissimmee.gov

Comments/Conditions:

1. Given that the proposed zoning is compatible with the Future Land Use (MU-V) and Policy 1.2.9.3 of the Comprehensive Plan, this rezoning can be approved to move forward.

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

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

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

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

COK

SDOC#: 2024/25-0122 DRC#: ZMA-25-0001

Current FLU: MXD (Vine)
Requested FLU: N/A

PROJECT NAME: Not assigned

Current Zoning: T5-U
Requested Zoning: IB

PROJECT LOCATION: 0 Hoagland Blvd., Kissimmee, 34744

COMMENTS DUE DATE: 3.12.25

PID: 19-25-29-00U0-0014-0000

This ZMA application has no impact on public school capacity.

Date: 03/04/2025

Shaun Koffinas - 911Addressing

Studio Session 03-04-2025

ZMA-25-0001, N Hoagland Vacant# 086-757-327

General Comments

1. Compliance – Compliant. No comments.

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

Owner Information

Parcel ID:	19-25-29-00U0-0014-0000
Owner(S):	3ACER HOLDINGS LLC
Mailing Address:	1730 BRIDGETS CT KISSIMMEE FL 34744-3996
Property Address:	0 N HOAGLAND BLVD KISSIMMEE FL 34741
Primary Use:	VACANT INDUSTRIAL (Code: 4001)
Tax District:	200 - KISSIMMEE

Legal Description

Legal Description: COM AT SW COR OF LOT 26, KISSIMMEE EXECUTIVE PARK PB 2 PG 206, S 225 FT TO POB; E 791 FT, S 153.28 FT, W 791 FT TO E R/W OF HOAGLAND BLVD, N 150 FT TO POB LESS BEG AT SW COR LOT 1 DAWSON`S PB 9 PG 28, S 150.27 FT, W 10 FT, N 150.22 FT, E 10 FT TO POB

Land (Total Records: 1) Total Acres:

Land	Units	Unit Type	Depth	Value
INDUSTRIAL SQ FT	SF	117176.4	0	$849,529

Property Values (Total Records: 5)

Tax Year	Land	Building(S)	Feature(S)	Market		Assessed		Exemption	Taxable
2025	$849,500	$0	$0	$849,500	0.00%	$683,069	10.00%	$0	$683,069
2024	$849,500	$0	$0	$849,500	37.84%	$620,972	10.00%	$0	$620,972
2023	$616,300	$0	$0	$616,300	20.09%	$564,520	10.00%	$0	$564,520
2022	$513,200	$0	$0	$513,200	19.99%	$513,200	103.15%	$0	$513,200
2021	$427,700	$0	$0	$427,700		$252,623		$0	$252,623

Parcel Sales History

Sale Date	Price	Book-Page	Seller(S)	Buyer(S)	Vacant / Improved	Deed Code
2021-12-23	$100	6127-0618	JUMA NASHRIN	3ACER HOLDINGS LLC	VACANT	QUIT CLAIM DEED
2000-01-05	$0	1704-2603	OSCEOLA COUNTY SHERIFF	JUMA NASHRIN	VACANT	SHERIFF'S DEED
1992-10-28	$242,000	1094-2070	CARR DWAINE TR	JIWA SALIM	VACANT	WARRANTY DEED
1992-10-27	$0	1094-2068	MILES R STEPHEN JR	CARR DWAINE TR	VACANT	QUIT CLAIM DEED
1992-07-29	$45,100	1079-1221	CLERK OF COURT	CARR DWAINE TR	VACANT	TAX DEED
1984-05-01	$0	0742-0627	MEDLIN WALTER L TR	MILES R STEPHEN JR	VACANT	WARRANTY DEED
1979-04-12	$550,000	0431-0101	PIONEER BANK & TRUST COMPANY	MEDLIN WALTER L TR	VACANT	WARRANTY DEED
1976-10-29	$1,149,000	0344-0127	GREAT AMERICAN MANAGEMENT AND INVESTMENT	PIONEER BANK & TRUST COMPANY	VACANT	WARRANTY DEED

Sales In Subdivision Within Last 1 Year (Total Records: 38)

Property Address	Date Sold	Price	Book-Page	Bed	Bath	Pool	SqFt	Seller(S)	Buyer(S)	Deed Code

5200 S ORANGE BLOSSOM TRL 0226285297000101R0	2024-12-12	$1,650,000	6714-2227	0	0	N	Null	POINCIANA REAL ESTATE HUB LLC	PRIMAX PROPERTIES LLC	SPECIAL WARRANTY DEED
5200 S ORANGE BLOSSOM TRL 0226285297000101R0	2024-12-12	$100	6714-2221	0	0	N	Null	SUNRAY JUNCTION WEST POA INC	POINCIANA REAL ESTATE HUB LLC	QUIT CLAIM DEED
0 MICHIGAN AVE 022529408000130090	2024-04-17	$1,000,000	6586-1140	0	0	N	Null	MICHIGAN BUSINESS CENTER LLC	STORAGE ON DEMAND MICHIGAN LLC	SPECIAL WARRANTY DEED
2642 AMERA TRL 142631350600010420	2024-11-11	$100	6695-2923	0	0	N	Null	AMERACENTER LLC	JESUS IGNACIO & ANA BEATRUZ QUINTANA IVT & QUINTANA JESUS IGNACIO CO-TR	CORRECTIVE DEED
2646 AMERA TRL 142631350600010410	2024-11-11	$100	6695-2923	0	0	N	Null	AMERACENTER LLC	JESUS IGNACIO & ANA BEATRUZ QUINTANA IVT & QUINTANA JESUS IGNACIO CO-TR	CORRECTIVE DEED
0 FLORIDA AVE 022529408000470030	2024-10-30	$1,350,000	6688-2925	0	0	N	Null	GRABER PROPERTIES INC	CROTTY FAMILY TRUST & CROTTY WAYNE H CO-TR	WARRANTY DEED
0 OLD DIXIE HWY 0225294080000G0260	2024-07-15	$17,300,000	6635-0422	0	0	N	Null	GATE PRECAST CO	LAN SE LLC	SPECIAL WARRANTY DEED
0 INDUSTRIAL LN 022628522400010090	2024-08-06	$100	6646-1297	0	0	N	Null	HEAT CUSTOM LLC	SUINPLA LLC	CORRECTIVE DEED
0 N JOHN YOUNG PKWY 092529000000120000	2024-08-29	$300,000	6659-2830	0	0	N	Null	PARVIZ & PARVIN MOHAJER LIVING TRUST & MOHAJER PARVIN K TR	RODRIGUEZ CARLOS	WARRANTY DEED
0 INDUSTRIAL LN 022628522400010090	2024-08-16	$450,000	6651-0691	0	0	N	Null	SUINPLA LLC	HANOVER POINCIANA MCCLANE LLC	SPECIAL WARRANTY DEED
0 N JOHN YOUNG PKWY 092529000000120000	2024-07-02	$100	6628-1006	0	0	N	Null	MOHAJER PARVIN KHAVARI (W) & MOHAJER PARVIZ (H)	PARVIZ & PARVIN MOHAJER LIVING TRUST & MOHAJER PARVIN K TR	QUIT CLAIM DEED
0 OSCEOLA POLK LINE RD 3625272545000B0370	2024-02-23	$100	6556-2911	0	0	N	Null	URBAN NETWORK CAPITAL GROUP LLC	THORMACH HOLDINGS 6 LLC	WARRANTY DEED
2650 AMERA TRL 142631350600010400	2024-11-11	$100	6695-2923	0	0	N	Null	AMERACENTER LLC	JESUS IGNACIO & ANA BEATRUZ QUINTANA IVT & QUINTANA JESUS IGNACIO CO-TR	CORRECTIVE DEED
0 OLD DIXIE HWY 0225294080000G0120	2024-07-15	$17,300,000	6635-0422	0	0	N	Null	GATE PRECAST CO	LAN SE LLC	SPECIAL WARRANTY DEED
1701 KELLEY AVE 152529151500010060	2024-10-31	$310,000	6689-1598	0	0	N	Null	EURO STONE GRANITE & MARBLE LLC	ARAGON DAVID	WARRANTY DEED
0 MICHIGAN AVE 022529408000130110	2024-04-17	$1,000,000	6586-1140	0	0	N	Null	MICHIGAN BUSINESS CENTER LLC	STORAGE ON DEMAND MICHIGAN LLC	SPECIAL WARRANTY DEED
2613 AMERA TRL 142631350600010210	2024-12-18	$675,000	6718-1417	0	0	N	Null	JESUS IGNACIO & ANA BEATRIZ QUINTANA INTERE VIVOS TR & QUINTANA JESUS IGNACIO CO-TR	ZION ALLIANCE HOLDING LLC	WARRANTY DEED
2627 AMERA TRL 142631350600010240	2024-12-18	$675,000	6718-1417	0	0	N	Null	JESUS IGNACIO & ANA BEATRIZ QUINTANA INTERE VIVOS TR & QUINTANA JESUS IGNACIO CO-TR	ZION ALLIANCE HOLDING LLC	WARRANTY DEED
0 OLD DIXIE HWY 0225294080000G0220	2024-07-15	$17,300,000	6635-0422	0	0	N	Null	GATE PRECAST CO	LAN SE LLC	SPECIAL WARRANTY DEED
0 OLD DIXIE HWY 0225294080000G0140	2024-07-15	$17,300,000	6635-0422	0	0	N	Null	GATE PRECAST CO	LAN SE LLC	SPECIAL WARRANTY DEED
0 FLORIDA AVE 022529408000470020	2024-10-30	$1,350,000	6688-2925	0	0	N	Null	GRABER PROPERTIES INC	CROTTY FAMILY TRUST & CROTTY WAYNE H CO-TR	WARRANTY DEED
2542 AMERA TRL 142631335800010060	2024-05-23	$560,000	6607-0211	0	0	N	Null	INDIES II LLC	CB AMERA 6B LLC	WARRANTY DEED
2540 AMERA TRL 142631335800010050	2024-05-23	$560,000	6607-0211	0	0	N	Null	INDIES II LLC	CB AMERA 6B LLC	WARRANTY DEED
								JESUS IGNACIO & ANA BEATRIZ		

2617 AMERA TRL 142631350600010220	2024-12-18	$675,000	6718-1417	0	0	N	Null	QUINTANA INTERE VIVOS TR & QUINTANA JESUS IGNACIO CO-TR	ZION ALLIANCE HOLDING LLC	WARRANTY DEED
0 OLD DIXIE HWY 102529360000100U0	2024-07-15	$17,300,000	6635-0422	0	0	N	Null	GATE PRECAST CO	LAN SE LLC	SPECIAL WARRANTY DEED
0 OSCEOLA POLK LINE RD 3625272545000B0370	2024-02-23	$750,000	6556-2915	0	0	N	Null	THORMACH HOLDINGS 6 LLC	VISIONS AT ORLANDO WEST PHASE I LLC & VISIONS AT ORLANDO WEST PHASE 3 LLC	WARRANTY DEED
0 MICHIGAN AVE 022529408000130040	2024-04-17	$1,000,000	6586-1140	0	0	N	Null	MICHIGAN BUSINESS CENTER LLC	STORAGE ON DEMAND MICHIGAN LLC	SPECIAL WARRANTY DEED
2635 AMERA TRL 142631350600010260	2024-12-18	$675,000	6718-1417	0	0	N	Null	JESUS IGNACIO & ANA BEATRIZ QUINTANA INTERE VIVOS TR & QUINTANA JESUS IGNACIO CO-TR	ZION ALLIANCE HOLDING LLC	WARRANTY DEED
2546 AMERA TRL 142631335800010080	2024-05-23	$560,000	6607-0211	0	0	N	Null	INDIES II LLC	CB AMERA 6B LLC	WARRANTY DEED
2544 AMERA TRL 142631335800010070	2024-05-23	$560,000	6607-0211	0	0	N	Null	INDIES II LLC	CB AMERA 6B LLC	WARRANTY DEED
3531 PUG MILL RD 312529000000120000	2024-04-09	$7,500,000	6582-0461	0	0	N	Null	PUG MILL PROPERTIES LLC	3501 PUG MILL RD V1 LLC	WARRANTY DEED
0 312529000000160000	2024-04-09	$7,500,000	6582-0461	0	0	N	Null	PUG MILL PROPERTIES LLC	3501 PUG MILL RD V1 LLC	WARRANTY DEED
2621 AMERA TRL 142631350600010230	2024-12-18	$675,000	6718-1417	0	0	N	Null	JESUS IGNACIO & ANA BEATRIZ QUINTANA INTERE VIVOS TR & QUINTANA JESUS IGNACIO CO-TR	ZION ALLIANCE HOLDING LLC	WARRANTY DEED
2631 AMERA TRL 142631350600010250	2024-12-18	$675,000	6718-1417	0	0	N	Null	JESUS IGNACIO & ANA BEATRIZ QUINTANA INTERE VIVOS TR & QUINTANA JESUS IGNACIO CO-TR	ZION ALLIANCE HOLDING LLC	WARRANTY DEED
0 HOAGLAND BLVD 312529366800010015	2024-02-13	$20,346,300	6553-0241	0	0	N	Null	FOF OSCEOLA COMMERCE CENTER OWNER LLC	BCPF OSCEOLA LLC	SPECIAL WARRANTY DEED
2609 AMERA TRL 142631350600010200	2024-12-18	$675,000	6718-1417	0	0	N	Null	JESUS IGNACIO & ANA BEATRIZ QUINTANA INTERE VIVOS TR & QUINTANA JESUS IGNACIO CO-TR	ZION ALLIANCE HOLDING LLC	WARRANTY DEED
0 HOAGLAND BLVD 312529366800010010	2024-02-13	$20,346,300	6553-0241	0	0	N	Null	FOF OSCEOLA COMMERCE CENTER OWNER LLC	BCPF OSCEOLA LLC	SPECIAL WARRANTY DEED
1201 SAWDUST TRL 022529408000470010	2024-10-30	$1,350,000	6688-2925	0	0	N	Null	GRABER PROPERTIES INC	CROTTY FAMILY TRUST & CROTTY WAYNE H CO-TR	WARRANTY DEED

Buildings (Total Records: 0)

No Records To Display.

Extra Features

No Records To Display.

School Info

Category	Description
ELEMENTARY SCHOOLS	PLEASANT HILL ELEMENTARY
MIDDLE SCHOOLS	KISSIMMEE MIDDLE
HIGH SCHOOLS	LIBERTY HIGH

TPP Info

No Records To Display.

Map



3ACER HOLDINGS

January 6, 2025

To Whom It May Concern:

This letter is to grant authorization for the City of Kissimmee to change the zoning classification of my property – Parcel ID 19252900U000140000.

This zoning change has been initiated by the City of Kissimmee and we request that the parcel be re-zoned back to Industrial Business (IB).

If you have any questions, please feel free to contact Aman Khan, who has been authorized to manage this matter on our behalf.

Sincerely,

Zaeen Juma
President
3Acer Holdings

Must be completed by Notary

State of Florida, County of Orange ss:

I certify that on 01/07/2025 Zaeen Juma personally appeared before me and acknowledged under oath, to my satisfaction, that this person:

(a) Is named, and personally signed this document; and
(b) Signed, sealed, and delivered this document as his/her voluntary act or deed

Notary Public

LAMIA SOUFNY
Notary Public - State of Florida
Commission # HH 526826
My Comm. Expires May 13, 2028

ITEM 4.B

Public Hearing - Second & Final Reading - Proposed Ordinance #25-08 - Deletion of the Building Fee Ordinance

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CHAPTER 9 BUILDINGS AND BUILDING REGULATIONS, AMENDING DIVISION 5 BUILDING PERMITS SECTION 9-115 COMMERCIAL PERMIT FEES; SECTION 9-116 MULTIFAMILY PERMIT FEES; SECTION 9-117 MISCELLANEOUS PERMIT FEES; SECTION 9-118 SINGLE FAMILY RESIDENCE PERMIT; SECTION 9-119 INSPECTIONS; SECTION 9-120 VALUATION OF CONSTRUCTION; SECTION 9-121 FAILURE TO OBTAIN A PERMIT; SECTION 9-122 PLAN REVISIONS; SECTION 9-124 PERMIT EXTENSIONS; SECTION 9-125 ANNUAL INCREASE; SECTION 9-126 TECHNOLOGY; SECTIONS 9-127 THROUGH 9-140 RESERVED; DIVISION 6 MECHANICAL PERMITS SECTION 9-141 SCHEDULE OF PERMIT FEES; SECTION 9-142 FAILURE TO OBTAIN A PERMIT; SECTION 9-143 PLAN REVISIONS; SECTION 9-144 DUPLICATE PERMITS; SECTION 9-145 PERMIT EXTENSIONS; SECTION 9-146 ANNUAL INCREASE; SECTION 9-147 TECHNOLOGY; SECTIONS 9-148 THROUGH 9-165 RESERVED; DIVISION 7 PLUMBING PERMITS; SECTION 9-166 SCHEDULE OF PERMIT FEES; SECTION 9-167 INSPECTIONS; SECTION 9-168 FAILURE TO OBTAIN A PERMIT; SECTION 9-169 PLAN REVISIONS; SECTION 9-171 PERMIT EXTENSIONS; SECTION 9-172 ANNUAL INCREASE; SECTION 9-173 TECHNOLOGY; SECTIONS 9-174 THROUGH 9-185 RESERVED; DIVISION 8 ELECTRICAL PERMITS SECTION 9-186 SCHEDULE OF PERMIT FEES; SECTION 9-187 INSPECTIONS; SECTION 9-188 FAILURE TO OBTAIN A PERMIT; SECTION 8-189 PLAN REVISIONS; SECTION 9-191 PERMIT EXTENSIONS; SECTION 9-192 ANNUAL INCREASE; SECTION 9-143 TECHNOLOGY; SECTIONS 9-194 THROUGH 9-222 RESERVED; DIVISION 9 FIRE PERMITS SECTION 9-223 SCHEDULE OF PERMIT FEES; SECTION 9-224 INSPECTION FEES; SECTION 9-225 FAILURE TO OBTAIN A PERMIT; SECTION 9-226 PLAN REVISIONS; SECTION 9-227 DUPLICATE PERMITS; SECTION 9-228 PERMIT EXTENSIONS; SECTION 9-229 ANNUAL INCREASE; SECTION 9-230 TECHNOLOGY; SECTIONS 9-231 THROUGH 9-241 RESERVED; DIVISION 10 REFUNDS SECTION 9-242 FEE REFUNDS; SECTION 9-243 APPLICABILITY; AND SECTION 9-244 NON-REFUNDABLE CONDITIONS AND FEES BY UPDATING THE FEES TO ADEQUATELY ADDRESS THE COST OF PROCESSING ITEMS, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Requesting approval to delete the Building Permit Fee Ordinance.

Explanation

At the request of the City Attorney's Office, the current ordinance that outlines all building permit and related fees is being revised. Specifically, the ordinance will no longer contain these fees. Instead, the fee structure will be moved to a separate resolution.

To accomplish this, the proposed ordinance will formally remove all existing building permit and associated fees from the Code of Ordinances. A new resolution—containing the updated fee schedule—will be introduced to the City Commission at the same meeting as the Second and Final Reading of this proposed ordinance. This ensures a seamless transition, with the resolution ready to take effect immediately after the ordinance is amended.

Recommendation

City Commission approve the Second & Final Reading

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Craig Holland

Attachment(s):
1. (S) Ord #25-08 Deleting Building Fees
2. Business Impact Estimate Statement
3. Text Amendment (Building Fees) - CC Second & Final Reading Ad 10.07.25
4. Advertisement Affidavit

PROPOSED ORDINANCE #25-08
ORDINANCE NO._____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 9 BUILDINGS AND BUILDING REGULATIONS DIVISION 5 BUILDING PERMITS SECTION 9-115 COMMERCIAL PERMIT FEES; SECTION 9-116 MULTIFAMILY PERMIT FEES; SECTION 9-117 MISCELLANEOUS PERMIT FEES; SECTION 9-118 SINGLE FAMILY RESIDENCE PERMIT; SECTION 9-119 INSPECTIONS; SECTION 9-120 VALUATION OF CONSTRUCTION; SECTION 9-121 FAILURE TO OBTAIN A PERMIT; SECTION 9-122 PLAN REVISIONS; SECTION 9-123 DUPLICATE PERMITS; SECTION 9-124 PERMIT EXTENSIONS; SECTION 9-125 ANNUAL INCREASE; SECTION 9-126 THROUGH 9-140 RESERVED; DIVISION 6 MECHANICAL PERMITS SECTION 9-141 SCHEDULE OF PERMIT FEES; SECTION 9-142 FAILURE TO OBTAIN A PERMIT; SECTION 9-143 PLAN REVISIONS; SECTION 9-144 DUPLICATE PERMITS; SECTION 9-145 PERMIT EXTENSIONS; SECTION 9-146 THROUGH 9-165 RESERVED; DIVISION 7 PLUMBING PERMITS; SECTION 9-166 SCHEDULE OF PERMIT FEES; SECTION 9-167 INSPECTIONS; SECTION 9-168 FAILURE TO OBTAIN A PERMIT; SECTION 9-169 PLAN REVISIONS; SECTION 9-170 DUPLICATE PERMITS; SECTION 9-171 PERMIT EXTENSIONS; SECTION 9-172 ANNUAL INCREASE; SECTION 9-173 THROUGH 9-185 RESERVED; DIVISION 8 ELECTRICAL PERMITS SECTION 9-186 SCHEDULE OF PERMIT FEES; SECTION 9-187 INSPECTIONS; SECTION 9-188 FAILURE TO OBTAIN A PERMIT; SECTION 9-189 PLAN REVISIONS; SECTION 9-190 DUPLICATE PERMITS; SECTION 9-191 PERMIT EXTENSIONS; SECTION 9-192 ANNUAL INCREASE; SECTION 9-143 THROUGH 9-222 RESERVED; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee Commission has reviewed its schedule of permit fees and now seeks to update same; and

WHEREAS, the City of Kissimmee Commission evaluated each permit fee to determine whether the price affixed to each accurately accounts for the cost associated with reviewing, issuing, processing and closing-out all specific categories of permit; and

WHEREAS, the City of Kissimmee Commission has determined that removing all permitting fees from the Code of Ordinances and adopting an updated schedule of fees for building, mechanical, plumbing and electrical permits by Resolution is within the best interest of the public.

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

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 the existing text.

SECTION 1. CHAPTER 9, DIVISION 5 – BUILDING PERMITS is hereby amended to read as follows:

~~**DIVISION 5. – BUILDING PERMITS**~~

~~**Section 9-115. Commercial permit fees.**~~

~~There shall be one building permit issued which shall also be deemed the electrical, plumbing, mechanical and roofing permit for commercial construction projects. All subcontractors working in these trades on the project shall be listed on the permit application, along with their state license numbers. The general contractor shall be responsible for obtaining the required permit, and shall immediately notify the department of any change in subcontractors. All commercial permit fees shall be based on construction and are inclusive of plan review fees, and shall be paid as required at the time of filing the permit application, in accordance with the following schedule:~~

~~**Project Valuation**~~	~~**Building Permit**~~	~~**Plan Review**~~	~~**Base Fee**~~
~~$1.00 to $1,000.00~~	~~$33.68~~	~~$26.12~~	~~$59.80~~
~~$1,001.00 to $50,000.00~~			
~~First $1,000.00~~	~~$33.68~~	~~$26.12~~	~~$59.80~~
~~Each additional $1,000.00 or fraction thereof~~	~~$18.56~~	~~$14.39~~	~~$32.95~~
~~$50,001.00 to $100,000.00~~			
~~First $50,000.00~~	~~$942.99~~	~~$731.34~~	~~$1,674.32~~
~~Each additional $1,000.00 or fraction thereof~~	~~$9.43~~	~~$7.31~~	~~$16.74~~
~~$100,001.00 to $250,000.00~~			
~~First $100,000.00~~	~~$1,414.48~~	~~$1,097.01~~	~~$2,511.49~~
~~Each additional $1,000.00 or fraction thereof~~	~~$6.06~~	~~$4.70~~	~~$10.76~~
~~$250,001.00 to $500,000.00~~			
~~First $250,000.00~~	~~$2,323.78~~	~~$1,802.23~~	~~$4,126.01~~

Each additional $1,000.00 or fraction thereof	$9.30	$7.21	$16.50
$500,001.00 to $1,000,000.00			
First $500,000.00	$4,647.57	$3,604.45	$8,252.02
Each additional $1,000.00 or fraction thereof	$6.47	$5.22	$11.96
$1,000,001.00 and over			
First $100,000.00	$8,015.37	$6,216.38	$14,231.75
Each additional $1,000.00 or fraction thereof	$3.37	$2.61	$5.98

Section 9-116. - Multifamily permit fees.

There shall be one building permit issued which shall also be deemed the electrical, plumbing, mechanical and roofing permit for multifamily construction projects. All subcontractors working in these trades on the project shall be listed on the permit application, along with their state license numbers. The general contractor shall be responsible for obtaining the required permit, and shall immediately notify the department of any change in subcontractors. All multifamily permit fees shall be based on construction valuation and are inclusive of plan review fees, and shall be paid as required at the time of filing the permit application, in accordance with the following schedule:

Project Valuation	**Building Permit**	**Plan Review**	**Base Fee**
$1.00 to $1,000.00	$33.68	$26.12	$59.80
$1,001.00 to $50,000.00			
First $1,000.00	$33.68	$26.12	$59.80
Each additional $1,000.00 or fraction thereof	$18.56	$14.39	$32.95
$50,001.00 to $100,000.00			
First $50,000.00	$942.99	$731.34	$1,674.32
Each additional $1,000.00 or fraction thereof	$9.43	$7.31	$16.74
$100,001.00 to $250,000.00			
First $100,000.00	$1,414.48	$1,097.01	$2,511.49
Each additional $1,000.00 or fraction thereof	$6.06	$4.70	$10.76
$250,001.00 to $500,000.00			

First $250,000.00	$2,323.78	$1,802.23	$4,126.01
Each additional $1,000.00 or fraction thereof	$9.30	$7.21	$16.50
$500,001.00 to $1,000,000.00			
First $500,000.00	$4,647.57	$3,604.45	$8,252.02
Each additional $1,000.00 or fraction thereof	$6.47	$5.22	$11.96
$1,000,001.00 and over			
First $100,000.00	$8,015.37	$6,216.38	$14,231.75
Each additional $1,000.00 or fraction thereof	$3.37	$2.61	$5.98

Section 9-117. - Miscellaneous permit fees.

Where work is to include only structural or architectural elements and does not include any mechanical, electrical, or plumbing trades, the contractor shall be responsible for obtaining the required permit, and shall immediately notify the department of any changes. Miscellaneous permit fees are inclusive of plan review fees, and shall be paid as required at the time of filing the permit application, in accordance with the following schedules:

(1) *General construction fee.* Unless specifically listed in subsection (2) of this section, the following fees are based on construction value:

Project Valuation	**Building Permit**	**Plan Review**	**Base Fee**
$1.00 to $1,000.00	$33.68	$17.41	$51.09
$1,001.00 to $50,000.00			
First $1,000.00	$33.68	$17.41	$51.09
Each additional $1,000.00 or fraction thereof	$18.56	$9.59	$28.15
$50,001.00 to $100,000.00			
First $50,000.00	$942.99	$487.56	$1,430.54
Each additional $1,000.00 or fraction thereof	$9.43	$4.88	$14.31
$100,001.00 to $250,000.00			
First $100,000.00	$1,414.48	$731.34	$2,145.82
Each additional $1,000.00 or fraction thereof	$6.06	$3.13	$9.20
$250,001.00 to $500,000.00			

First $250,000.00	$2,323.78	$1,201.48	$3,525.27
Each additional $1,000.00 or fraction thereof	$9.30	$4.81	$14.10
$500,001.00 to $1,000,000.00			
First $500,000.00	$4,647.57	$2,402.97	$7,050.54
Each additional $1,000.00 or fraction thereof	$6.47	$3.48	$10.22
$1,000,001.00 and over			
First $100,000.00	$8,015.37	$4,144.25	$12,159.63
Each additional $1,000.00 or fraction thereof	$3.37	$1.74	$5.11

(2) *Other miscellaneous type fees.* The following fees shall include the building permit and plan review fees:

Accessory Structure	
0 to 250 square feet	$60.00
251 square feet and above	Based on valuation. See subsection (1) of this section
Aluminum structure including slab and footing	$60.00
Burn	$9.00
Construction/Sales office trailer	$159.00
Demolition	
0 to 5,000 square feet	$68.00
Each additional 1,000 square feet and above	$12.00
Early start	$41.00
Fence or wall	
0 to 200 lineal feet in length	$58.00
201 lineal feet and longer in length	Based on valuation. See subsection (1) of this section
Land clearing	$13.00
Moving a building or structure	$124.00
Screen room enclosure	$71.00
Shed	$105.00
Temporary construction pole	$68.00
Temporary signs	
Cold air balloon	$59.00
All other types	$30.00
Tent	$52.00
Tower	$138.00

Tree	$13.00
Use permit/certificate of occupancy	$175.00
Temporary use permit/temporary certification of occupancy	$175.00

Section 9-118. – Single family residence permit.

There shall be one building permit issued which shall also be deemed the electrical, plumbing, mechanical and roofing permit for single family construction projects. All subcontractors working in these trades on the project shall be listed on the permit application, along with their state license numbers. It shall be the general contractor's responsibility to notify the building division of any subcontractor changes. All single permit fees are inclusive of plan review fees, and shall be paid as required at the time of filing the permit application, in accordance with the following schedule:

Project Valuation	**Building Permit**	**Plan Review**	**Base Fee**
0 to 1,599 square feet	$1,414.48	$731.34	$2,145.82
1,600 to 1,999 square feet			
First 1,599 square feet	$1,414.48	$731.34	$2,145.82
Each additional 100 square feet or fraction thereof	$8.42	$4.35	$12.77
2,000 to 2,999 square feet			
First 1,999 square feet	$1,448.16	$748.75	$2,196.91
Each additional 100 square feet or fraction thereof	$10.10	$4.22	$15.33
3,000 to 3,999 square feet			
First 2,999 square feet	$1,549.19	$800.99	$2,350.18
Each additional 100 square feet or fraction thereof	$5.05	$2.61	$7.66
4,000 square feet or greater			
First 3,999 square feet	$1,603.07	$828.85	$2,431.93
Each additional 100 square feet or fraction thereof	$3.37	$1.74	$5.11

Section 9-119. – Inspections.

(a) It shall be the responsibility of the contractor to schedule an inspection at the time of completion of that permit type and receive city approval. Any failure to schedule or miss a required inspection shall result in a fee of $250.00.

(b) Inspections must be made no later than 3:30 p.m. the proceeding day. Inspection requested after 3:30 p.m. will be scheduled after the following business day. A cancellation of a request for inspection, received after 12:00 noon p.m. of the proceeding day before the scheduled inspection, shall result in a $67.00 $80.00 charge for a reinspection fee.

(c) Outside of normal inspection hours, an inspection may be requested at a fee of $200.00 for the first two hours, where applicable. Afterwards, a fee of $401.00 for every four hours shall be charged.

(d) Reinspections required, due to the rejection of work by the inspector, shall be charged a fee of $67.00.

(e) All fees imposed against a permit, under this section, shall be paid to the city in full prior to rescheduling any further inspections.

Section 9-120. - Valuation of construction.

Valuation shall be determined by utilizing the latest building valuation data as published by the Southern Building Code Congress International, Inc., or other nationally recognized model code agency.

Section 9-121. - Failure to obtain a permit

If any person commences any work on an installation before obtaining the necessary permit, a $100.00 fee will be charged, and the permit fee will be doubled. Re-instatement of permits that had expired within six months of issuance shall be $60.00.

Section 9-122. - Plan revisions.

(a) Submittal of plan revisions shall be $76.00.

Section 9-123. - Duplicate permits.

Any person requesting a duplicate permit shall be charged $9.00.

Section 9-124. - Permit extensions.

An extension to a building permit shall be $42.00. An extension to a fire permit shall be $6.00.

~~**Section 9-125. – Annual increase.**~~

~~Fees shall increase annually on October 1, in accordance with the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, percentage change from the previous year as determined by the U.S. Department of Bureau of Labor Statistics (BLS).~~

~~**Section 9-126 – 9-140 - Reserved.**~~

SECTION 2. CHAPTER 9, DIVISION 6 – MECHANICAL PERMITS is hereby amended to read as follows:

~~**DIVISION 6. – MECHANICAL PERMITS**~~

~~**Section 9-141. – Schedule of permit fees.**~~

~~On all mechanical work requiring a permit, as set forth by the state building code, fees shall be paid as required at the time of filing applications, in accordance with the following schedule:~~

~~(1) *Minimum fee; fee for issuance of permit.* The minimum fee to process a mechanical permit shall be $19.00.~~

~~(2) *HVAC and refrigeration systems.* Cost of permits shall be $76.00.~~

~~(3) *Inspection fees.*~~

~~*a. It shall be the responsibility of the contractor to schedule an inspection at the time of completion of that permit type and receive city approval. A mechanical inspection including partial rough, rough and final shall be $100.00. Any failure to schedule or miss a required inspection shall result in a fee of $250.00.*~~

~~*b. Inspections must be made no later than 3:30 p.m. the proceeding day. Inspections requested after 3:30 p.m. will be scheduled after the following business day. A cancellation of request for inspection, received after 12:00 noon of the proceeding business day before the scheduled inspection, shall result in a $67.00 charge for reinspection fee.*~~

~~*c. Outside of normal inspection hours, an inspection may be requested at a fee of $200.00 for the first two hours, where applicable. Afterwards, a fee of $401.00 for every four hours shall be charged.*~~

~~*d. Reinspections required, due to rejection of the work by the inspector, shall be charged a fee of $67.00.*~~

~~*e. All fees imposed against a permit, under this section, shall be paid to the city in full prior to rescheduling any further inspections.*~~

(4) *Failure to obtain a permit.* If any person commences any work on an installation before obtaining the necessary permit, a $100.00 fee will be charged, and the permit fee will be doubled. Re-instatement of permits that had expired within six months of issuance shall be $60.00.

Section 9-142. – Plan revisions.

(a) Submittal of plan revisions shall be $76.00.

Section 9-143. – Duplicate permits.

Any person requesting a duplicate permit shall be charged $9.00.

Section 9-144. – Permit extensions.

An extension of to a building permit, shall be $42.00. An extension to a fire permit shall be $6.00.

Section 9-145. – Annual increase.

Fees shall increase annually on October 1, in accordance with the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, percentage change from the previous year as determined by the U.S. Department of Bureau of Labor Statistics (BLS).

Section 9-146 – 9-165. – Reserved.

SECTION 3. CHAPTER 9, DIVISION 7 – PLUMBING PERMITS is hereby amended to read as follows:

DIVISION 7. – PLUMBING PERMITS

Section 9-166. – Schedule of permit fees.

On all plumbing work requiring a permit, as set forth by the state building code, fees shall be paid as required at the time of filing applications, in accordance with the following schedule:

Minimum permit issuance	$19.00
Backflow protective devices	$25.00
Gas installation	
1 to 4 outlets	$25.00
Each additional outlet	$12.00

~~Hose bibs~~	~~$25.00~~
~~Landscape irrigation sprinkler system~~	
~~0 to 5 heads~~	~~$4.50~~
~~Each additional head~~	~~$0.40~~
~~Plumbing fixture (each)~~	~~$25.00~~
~~Sewer drain line installation and/or repair~~	~~$25.00~~
~~Vacuum breakers~~	~~$25.00~~
~~Water piping installation and/or repair~~	~~$25.00~~
~~Any other type not specifically listed above~~	~~$25.00~~

~~Section 9-167. – Inspections.~~

~~(a) It shall be the responsibility of the contractor to schedule an inspection at the time of completion of that permit type and receive city approval. Any failure to schedule or miss a required inspection shall result in a fee of $250.00.~~

~~(b) Inspections must be made no later than 3:30 p.m. the proceeding day. Inspection requested after 3:30 p.m. will be scheduled after the following business day. A cancellation of a request for inspection, received after 12:00 noon p.m. of the proceeding day before the scheduled inspection, shall result in a $67.00 $80.00 charge for a reinspection fee.~~

~~(c) Outside of normal inspection hours, an inspection may be requested at a fee of $200.00 for the first two hours, where applicable. Afterwards, a fee of $401.00 for every four hours shall be charged.~~

~~(d) Reinspections required, due to the rejection of work by the inspector, shall be charged a fee of $67.00.~~

~~(e) All fees imposed against a permit, under this section, shall be paid to the city in full prior to rescheduling any further inspections.~~

~~Section 9-168. – Failure to obtain a permit~~

~~If any person commences any work on an installation before obtaining the necessary permit, a $100.00 fee will be charged, and the permit fee will be doubled. Re-instatement of permits that had expired within six months of issuance shall be $60.00.~~

~~Section 9-169. – Plan revisions.~~

~~(a) Submittal of plan revisions shall be $76.00.~~

~~Section 9-170. – Duplicate permits.~~

~~Any person requesting a duplicate permit shall be charged $9.00.~~

~~**Section 9-171. – Permit extensions.**~~

~~An extension to a building permit, shall be $42.00. An extension to a fire permit shall be $6.00.~~

~~**Section 9-172. – Annual increase.**~~

~~Fees shall increase annually on October 1, in accordance with the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, percentage change from the previous year as determined by the U.S. Department of Bureau of Labor Statistics (BLS).~~

~~**Section 9-173 – 9-185. – Reserved.**~~

SECTION 4. CHAPTER 9, DIVISION 8 – ELECTRICAL PERMITS is hereby amended to read as follows:

~~**DIVISION 8. – ELECTRICAL PERMITS**~~

~~**Section 9-186. – Schedule of permit fees.**~~

~~On all electrical work requiring a permit, as set forth by the state building code, fees shall be paid as required at the time of filing applications, in accordance with the following schedule:~~

~~Minimum permit issuance~~	~~$19.00~~
~~Cooktop (each)~~	~~$25.00~~
~~Elevator (each)~~	~~$25.00~~
~~Exhaust fan (each)~~	~~$25.00~~
~~Floodlights (each)~~	~~$25.00~~
~~Grocers refrigerated display case (each)~~	~~$25.00~~
~~Heating and heating appliances~~	
~~Up to 1 kw~~	~~$25.00~~
~~1 to 5 kw~~	~~$25.00~~
~~5 to 10 kw~~	~~$25.00~~
~~10 to 15 kw~~	~~$25.00~~
~~15 to 25 kw~~	~~$25.00~~
~~Over 25 Kw~~	~~$25.00~~
~~Low volt~~	~~$35.00~~
~~Motor generators~~	
~~Up to 1 hp~~	~~$25.00~~
~~1 to 3 hp~~	~~$25.00~~

~~3 to 5 hp~~	~~$25.00~~
~~5 to 10 hp~~	~~$25.00~~
~~10 to 25 hp~~	~~$25.00~~
~~Over 25 hp~~	~~$25.00~~
~~Neon transformer/tubing~~	
~~First transformer~~	~~$25.00~~
~~Each additional transformer~~	~~$12.00~~
~~Outlet and electrical fixture (each)~~	~~$0.30~~
~~Power transformers (each~~	~~$25.00~~
~~Range/oven (each~~	~~$25.00~~
~~Sign~~	
~~Sign (each)~~	~~$25.00~~
~~Sign outlet (per circuit)~~	~~$25.00~~
~~Subpanel (each)~~	~~$25.00~~
~~Submeter (each)~~	~~$25.00~~
~~Temporary service (each)~~	~~$25.00~~
~~Time clock (each)~~	~~$25.00~~
~~Washer, dryer, and disposal (each)~~	~~$25.00~~
~~Water heater (each)~~	~~$25.00~~
~~Welder~~	
~~Up to 50 amps~~	~~$25.00~~
~~Over 50 amps~~	~~$25.00~~
~~Window HVAC outlet (each)~~	~~$25.00~~
~~X-ray machine and dental unit (each)~~	~~$25.00~~
~~Any other type not specifically listed above~~	~~$25.00~~

~~Section 9-187. Inspections.~~

~~(a) It shall be the responsibility of the contractor to schedule an inspection at the time of completion of that permit type and receive city approval. Any failure to schedule or miss a required inspection shall result in a fee of $250.00.~~

~~(b) Inspections must be made no later than 3:30 p.m. the proceeding day. Inspection requested after 3:30 p.m. will be scheduled after the following business day. A cancellation of a request for inspection, received after 12:00 noon p.m. of the proceeding day before the scheduled inspection, shall result in a $67.00 $80.00 charge for a reinspection fee.~~

~~(c) Outside of normal inspection hours, an inspection may be requested at a fee of $200.00 for the first two hours, where applicable. Afterwards, a fee of $401.00 for every four hours shall be charged.~~

~~(d) Reinspections required, due to the rejection of work by the inspector, shall be charged a fee of $67.00.~~

~~(e) All fees imposed against a permit, under this section, shall be paid to the city in full prior to rescheduling any further inspections.~~

~~**Section 9-188. – Failure to obtain a permit**~~

~~If any person commences any work on an installation before obtaining the necessary permit, a $100.00 fee will be charged, and the permit fee will be doubled. Re-instatement of permits that had expired within six months of issuance shall be $60.00.~~

~~**Section 9-189. – Plan revisions.**~~

~~(a) Submittal of plan revisions shall be $76.00.~~

~~**Section 9-190. – Duplicate permits.**~~

~~Any person requesting a duplicate permit shall be charged $9.00.~~

~~**Section 9-191. – Permit extensions.**~~

~~An extension to a building permit, shall be $42.00. An extension to a fire permit shall be $6.00.~~

~~**Section 9-192. – Annual increase.**~~

~~Fees shall increase annually on October 1, in accordance with the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, percentage change from the previous year as determined by the U.S. Department of Bureau of Labor Statistics (BLS).~~

~~**Section 9-193 – 9-222. – Reserved.**~~

SECTION 5. **SEVERABILITY**. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are severable.

SECTION 6. **CONFLICT**. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 7. **ADMINISTRATIVE CORRECTION.** This Ordinance may be re-numbered or re-lettered, and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Attorney, without the need of a public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 8. CODIFICATION. This ordinance shall be codified as a part of the City of Kissimmee City Code. The codifier is authorized to make editorial changes not affecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

SECTION 9. **EFFECTIVE DATE**. This Ordinance shall take effect on November 1, 2025.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _7th_ day of _October_, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

Business Impact Estimate

Proposed ordinance's title/reference: **PROPOSED ORDINANCE NO. 25-08**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

[1] See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance:
The existing ordinance which established the building permit fees is being removed and being placed in a resolution.

This ordinance amends the City's _#2943__ Ordinance.
2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
Not applicable

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Not applicable

4. Additional information the governing body deems useful (if any):
Not applicable

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING
TEXT AMENDMENT

The City of Kissimmee proposes to adopt the following ordinance that would update Business Regulation fees as described below. A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the **Second & Final Reading** of the proposed ordinance on **Tuesday, October 7, 2025** 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# **25 -08**: AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 9 BUILDINGS AND BUILDING REGULATIONS DIVISION 5 BUILDING PERMITS SECTION 9-115 COMMERCIAL PERMIT FEES; SECTION 9-116 MULTIFAMILY PERMIT FEES; SECTION 9-117 MISCELLANEOUS PERMIT FEES; SECTION 9-118 SINGLE FAMILY RESIDENCE PERMIT; SECTION 9-119 INSPECTIONS; SECTION 9-120 VALUATION OF CONSTRUCTION; SECTION 9-121 FAILURE TO OBTAIN A PERMIT; SECTION 9-122 PLAN REVISIONS; SECTION 9-123 DUPLICATE PERMITS; SECTION 9-124 PERMIT EXTENSIONS; SECTION 9-125 ANNUAL INCREASE; SECTION 9-126 THROUGH 9-140 RESERVED; DIVISION 6 MECHANICAL PERMITS SECTION 9-141 SCHEDULE OF PERMIT FEES; SECTION 9-142 FAILURE TO OBTAIN A PERMIT; SECTION 9-143 PLAN REVISIONS; SECTION 9-144 DUPLICATE PERMITS; SECTION 9-145 PERMIT EXTENSIONS; SECTION 9-146 THROUGH 9-165 RESERVED; DIVISION 7 PLUMBING PERMITS; SECTION 9-166 SCHEDULE OF PERMIT FEES; SECTION 9-167 INSPECTIONS; SECTION 9-168 FAILURE TO OBTAIN A PERMIT; SECTION 9-169 PLAN REVISIONS; SECTION 9-170 DUPLICATE PERMITS; SECTION 9-171 PERMIT EXTENSIONS; SECTION 9-172 ANNUAL INCREASE; SECTION 9-173 THROUGH 9-185 RESERVED; DIVISION 8 ELECTRICAL PERMITS SECTION 9-186 SCHEDULE OF PERMIT FEES; SECTION 9-187 INSPECTIONS; SECTION 9-188 FAILURE TO OBTAIN A PERMIT; SECTION 9-189 PLAN REVISIONS; SECTION 9-190 DUPLICATE PERMITS; SECTION 9-191 PERMIT EXTENSIONS; SECTION 9-192 ANNUAL INCREASE; SECTION 9-143 THROUGH 9-222 RESERVED; 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)

Orlando Sentinel
MEDIA GROUP

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 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Sep 12, 2025.

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, 2025,
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

7868607

Orlando Sentinel
MEDIA GROUP

CITY OF KISSIMMEE NOTICE OF PUBLIC HEARING TEXT AMENDMENT

The City of Kissimmee proposes to adopt the following ordinance that would update Business Regulation fees as described below. A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the Second & Final Reading of the proposed ordinance on Tuesday, October 7, 2025 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.

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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

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)
9/12/2025 7868607

7868607

ITEM 5.A

Public Hearing - Substantial Amendment to the Osceola County HOME Consortia HOME Allocation for FY2023 and its accompanying Amended Resolution

Request

Approve the Substantial Amendment to the Osceola County HOME Consortia HOME Allocation for FY2023 and its accompanying Amended Resolution.

Explanation

As part of the Osceola County HOME Consortia, the City of Kissimmee was awarded HOME funding in the amount of $359,424.80. Osceola County has adopted the Annual Action Plan that describes how it plans to spend those funds. However, changes in the allocation are necessary. The City of Kissimmee is seeking comments from the public to make these changes. This Substantial Amendment proposes the following:

• Create a Rental Rehabilitation Project and re-allocate $217,088.16 from New Construction to the new project. The new proposed amount is $217,088.16.

• Create a Tenant Based Rental Assistance Project and re-allocate $64,290.82 from New Construction to the new project. The new proposed amount is $64,290.82.

The City accepted written comments regarding these changes from September 4, 2025, through October 6, 2025, and invited the public to provide oral comments at the public hearing on October 7, 2025. So far, no comments have been received.

Recommendation

Approve the Substantial Amendment to the Osceola County HOME Consortia HOME Allocation for FY2023 and its accompanying Amended Resolution.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):
1. (S) RES adopting the First Amendment - 2023-2024 CDBG HOME Action Plan
2. Kissimmee Substantial Amendment for HOME 2023 Program- Decription
3. Osc Gazette Ad - 9.4.2025

RESOLUTION NO. _____-2025

A RESOLUTION OF THE CITY OF KISSIMMEE, ADOPTING THE FIRST AMENDMENT TO THE 2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM ONE-YEAR ACTION PLAN; AUTHORIZING SUBMISSION OF THE FIRST AMENDMENT TO THE ACTION PLAN TO OSCEOLA COUNTY FOR INCLUSION IN THE JOINT OSCEOLA COUNTY HOME CONSORTIUM 2023-2024 ONE-YEAR ACTION PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee (the "City") is a Community Development Block Grant (CDBG) entitlement jurisdiction and a member of the Osceola County HOME Consortium for receipt of HOME Investment Partnerships (HOME) Program funding; and

WHEREAS, the City Commission seeks to obtain CDBG and HOME funds in order to administer its CDBG and HOME programs; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities to annually submit a One-Year Action Plan that meets the requirements of applicable federal regulations; and

WHEREAS, the City has prepared a One-Year Action Plan for use of its CDBG and HOME funds that includes required federal forms and certifications to apply for the funds from the federal CDBG and HOME programs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE THAT:

Section 1: The First Amendment to the One-Year Action Plan for 2023-2024, attached hereto, is hereby approved.

Section 2: The City is hereby authorized to submit said Amendment to the One-Year Action Plan to Osceola County for inclusion in the Osceola County HOME Consortium One-Year Action Plan, and to submit the City's amended One-Year Action Plan as its request and approval for CDBG and HOME program funding from HUD.

Section 3: The Development Services Department is hereby authorized to administer said CDBG and HOME programs, Action Plans, and Citizen Participation Plans.

Section 4: This Resolution shall take effect immediately upon its passage and adoption.

ADOPTED in Regular Session this 7 day of October, 2025.

Attest:

City Commission
City of Kissimmee, Florida

Tameara Crespo
City Clerk

Jackie Espinosa
Mayor-Commissioner

Approve as to form and legality

City Attorney

Date

SUBSTANTIAL AMENDMENT TO THE OSCEOLA COUNTY HOME CONSORTIA HOME ALLOCATION FOR FY2023 - CITY OF KISSIMMEE

As part of the Osceola County HOME Consortia, the City of Kissimmee was awarded HOME funding in the amount of $359,424.80. Osceola County has an adopted the Annual Action Plan that describes how it plans to spend those funds. However, changes in the allocation are necessary. The City of Kissimmee is seeking comments from the general public to make these changes. This Substantial Amendment proposes the following:

- Create a Rental Rehabilitation Project and re-allocate $217,088.16 from New Construction to the new project. The new proposed amount is $217,088.16.

- Create a Tenant Based Rental Assistance Project and re-allocate $64,290.82 from New Construction to the new project. The new proposed amount is $64,290.82.

Public Comment Period: September 4, 2025 through October 6, 2025

Public Hearing: October 7, 2025 at the City Commission Meeting

GIVE KIDS THE WORLD

Continued from Page 1

even though it's non-profit. "We have about 200 staff members, most full time. We also fill 1,200 shifts a week with volunteers who actually operate the place, running attractions, parties and activities, meeting and welcoming families as they arrive at airports, serving meals, scooping ice cream—that's a coveted shift. Everybody wants to scoop ice cream—from 7:30 in the morning to 9:30 at night.

"My challenge right now is really that my own style of leadership is a little different, although not dramatically. All of us who step into the village have the same passion and heart for it and that really just drives us every day. For me, we're in a different place in our Give Kids the World lifetime. The post-pandemic impact on a lot of non-profits is pretty prevalent and for us, we're not really seeing a big burst in growth. And we don't really see that on the horizon. We think we're going to stay pretty much where we're at. What we want to do now is really pour back into our infrastructure to ensure that we're keeping it and maintaining it at the best level possible so that our families can experience the same experience for all our guests. It's about long-term sustainability in all aspects, which doesn't sound very exciting, but it's all so that we can be here for as long as there is a need. It's making sure that what we do and what we have is top-notch."

Schumacher said returning to the Village full time and as President and CEO makes her even more appreciative of the organization.

"Coming back in, the beautiful part of GKTW is our mission is just unwavering, our volunteer commitment is unparallelled," she said. "There is just nothing like it. At the end of the day, it's the magic and the hope that the Wish families experience is the same year after year. And I think it's pretty remarkable that we can do that so steadily and consistently.

"We've reached over 200,00 families since 1986 and now serve about 7,000 a year from all over the world."

CPR PROGRAM

Continued from Page 1

County School District saw the value in it and joined Rep. Stark in creating the program.

"In light of recent events that happened [in Minnesota], CPR is important, and so is first aid," Miller said.

The training he provides to school staff is hands-only CPR.

"You don't have to worry about going mouth-to-mouth with the patient or anything like that," Miller said. "It. Science has proven when you stop and interrupt CPR, as a common person who's not trained to a medical level, that actually is worse than if you just keep doing CPR."

Miller said the cost of the training is negligible. "It's only the staffing hours," he said. "We have the mannequins because we do this at some public events, so we just bought a couple more mannequins. It's all part of our public outreach."

SCMS Principal Christina Harrell said she is thankful for the partnership that brought this program forward.

"We always tell our community and our students and our parents that safety is our number one priority," Harrell said. "We're here to instruct and grow our students, but safety is our number one priority. To have this peace of mind, that so many staff members know how to respond immediately in the event of an emergency, is priceless."

NOTICE OF 30-DAY PUBLIC COMMENT PERIOD AND PUBLIC HEARING
Substantial Amendment to the Osceola County HOME Consortia HOME Allocation for FY2023 - City of Kissimmee

As part of the Osceola County HOME Consortia, the City of Kissimmee was awarded HOME funding in the amount of $359,424.80. Osceola County has an adopted the Annual Action Plan that describes how it plans to spend those funds. However, changes in the allocation are necessary. The City of Kissimmee is seeking comments from the general public to make these changes. This Substantial Amendment proposes the following:

- Create a Rental Rehabilitation Project and re-allocate $217,088.16 from New Construction to the new project. The new proposed amount is $217,088.16.
- Create a Tenant Based Rental Assistance Project and re-allocate $64,290.82 from New Construction to the new project. The new proposed amount is $64,290.82.

All citizens are invited and encouraged to make oral or written comments beginning September 4, 2025 through October 6, 2025 and to participate in the public hearing during the City of Kissimmee City Commission meeting on October 7, 2025. Written comments should be made to the attention of Frances De Jesus, Housing and Community Development Manager by email to: frances.dejesus@kissimmee.gov or by mail to: Housing and Community Development Division, 101 N. Church Street, Kissimmee, FL 34741. If you have any questions, contact the Housing and Community Development Division at (407) 518-2156.

Persons with disabilities requiring special accommodations to participate should call the Housing and Community Development Division at (407) 518-2156 within forty-eight (48) weekday hours of the meeting. Where a significant number of non-English speaking residents can be reasonably expected to participate, an interpreter will be provided upon written request to the Development Services Department office (101 Church Street, Kissimmee, FL, 34741) no later than 5:00 PM, Thursday, October 2, 2025. It is unlawful to discriminate on the basis of race, color, religion, sex, disability, familial status, or national origin. If any accommodations are needed for persons with disabilities, please contact the City of Kissimmee City Clerk's office at (407) 518-2308.

AVISO DE PERÍODO DE COMENTARIOS PÚBLICOS DE 30 DÍAS Y AUDIENCIA PÚBLICA
Enmienda Sustancial al Plan de Asignación de HOME de los Consorcios HOME del Condado de Osceola - Ciudad de Kissimmee

Como parte de los Consorcios HOME del Condado de Osceola, la ciudad de Kissimmee recibió fondos de HOME por un monto de $359,424.80. El Condado de Osceola ha adoptado el Plan de Acción Anual que describe cómo planea gastar esos fondos. Sin embargo, son necesarios cambios en la asignación. La Ciudad de Kissimmee está buscando comentarios del público en general para realizar estos cambios. Esta Enmienda Sustancial propone lo siguiente:

- Crear un Proyecto de Rehabilitación de Alquiler y reasignar $217,088.16 de Nueva Construcción al nuevo proyecto. El nuevo monto propuesto es $217,088.16.
- Crear un Proyecto de Asistencia de Alquiler Basada en el Inquilino y reasignar $64,290.82 de Nueva Construcción al nuevo proyecto. El nuevo monto propuesto es $64,290.82.

Se invita y alienta a todos los ciudadanos a hacer comentarios orales o escritos desde el 4 de septiembre de 2025 hasta el 6 de octubre de 2025 y a participar en la audiencia pública durante la reunión de la Comisión de la Ciudad de Kissimmee el 7 de octubre de 2025. Los comentarios escritos deben dirigirse a la atención de Frances De Jesús, Gerente de Vivienda y Desarrollo Comunitario, por correo electrónico a: frances.dejesus@kissimmee.gov o por correo a: División de Vivienda y Desarrollo Comunitario, 101 N. Church Street, Kissimmee, FL 34741. Si tiene alguna pregunta, comuníquese con la División de Vivienda y Desarrollo Comunitario al (407) 518-2156.

Las personas con discapacidades que requieran adaptaciones especiales para participar deben llamar a la Oficina de Vivienda y Desarrollo Comunitario al (407) 518-2156 dentro de las cuarenta y ocho (48) horas hábiles posteriores a la reunión. Cuando se pueda esperar razonablemente que participe una cantidad significativa de residentes que no hablen inglés, se proporcionará un intérprete mediante solicitud por escrito a la oficina del Departamento de Servicios de Desarrollo (101 Church Street, Kissimmee, FL, 34741) a más tardar a las 5:00 p. m. del jueves 2 de octubre de 2025. Es ilegal discriminar por motivos de raza, color, religión, sexo, discapacidad, estado familiar u origen nacional. Si se necesita alguna adaptación para personas con discapacidades, comuníquese con la oficina del Secretario Municipal de la Ciudad de Kissimmee al (407) 518-2308.

090425.ONG

Poinciana

Your Saturday in Poinciana: martial arts and a luau

By Lisa Concepcion
Poinciana Correspondent



The Association of Poinciana Village's annual Poolside Luau is Saturday. (Photo/Association of Poinciana Villages)

Are you up for a challenge? Challenge Match—Martial Arts Competition takes place on Saturday, Sept. 6 from 10 a.m. to 4 p.m. at the Mary Jane Arrington Gym and Aquatic Center. This event is presented by JC Hckd and Karate Tournament Locator. This Martial Arts Championship Tournament is open to all styles: Junior Division Beginner/Intermediate/Advance; Black Belt Men Division/Women Black Belt Division and Kata/Kobudo/Kumite/Gran Championship All Division.

Doors open at 8 a.m., the event begins at 10 a.m. Register to compete by Sept. 4. For more information, call 321-460-3315.

Then in the evening, get over to the Association of Poinciana Village's (APV) Annual Poolside Luau from 6-9 p.m. at the Victory Pool. The pool area will be transformed into a tropical paradise with entertainment including luau entertainers, finger foods, music, DJ and dancing, games and a tropical cash bar with adult beverages.

This is a very popular event. Shake off those grass skirts and breakout the Hawaiian shirt.

This event is free, but you must be 21 and up and registered to attend. To register, go to https://tinyurl.com/mn9t8ew4. Sponsorships are still available. To learn more, go to https://tinyurl.com/yc89vwan.

► Mark your calendars for Tuesday, Sept. 16 from 10 a.m. to 1 p.m. for a Community Health Fair at Walgreen's Healthcare Clinic (395 Cypress Pkwy.) This family-friendly event features health resources, fun activities and giveaways. Enjoy live music, free immunizations, food pantry bags, ice cream treats, drinks and raffles with prizes.

Then at noon, be sure to register for Balance & Beyond: Fall-Prevention Lunch & Learn with HCA Florida Poinciana Hospital's Rehab and Physical Therapy Team at the hospital. Whether you're caring for a loved one or want to keep yourself steady on your feet, this event will provide practical tips, exercises and safety measures to help prevent falls and keep you independent. To register, go to www.bit.ly/41uJFsT.

► There will be a Southport Connector Expressway Study Virtual Public Hearing on Wednesday, Sept. 17 from 5:30-7 p.m. (link provided after registration). In-person meetings will be held at Liberty High School on Tuesday, Sept. 16 and at the Poinciana Community Center, 445 Marigold Ave. and at the Anthony DePalma Center, 395 Marigold Ave. on Sept. 18 from 5:30-7:30 p.m. To register for the public hearings, go to https://www.movepoinciana.com.

This toll road will be elevated down the center of Cypress Parkway

If you want to learn more about this roadway and its impact on Poinciana, make sure you attend.

If you have any Poinciana news or information that you would like to share, call Lisa Concepcion at 407-319-9700 or email lisaconcepcion810@yahoo.com.

St. Cloud

Events to keep you busy in the Cloud—morning, noon and night!

By Lisa Goldmacher
St. Cloud Columnist

The City of St. Cloud presents Homeschool Open House—St. Cloud Civic Center on Friday, Sept. 5 from 10 a.m. to 12 noon. Meet the staff at the Civic Center and explore opportunities for the upcoming year. The St. Cloud Civic Center offers a variety of homeschool activities including P.E., science, art, social club and Rays. Classes begin on Wednesday, Sept. 10. Learn more about the homeschool activities at https://bit.ly/47SXOiv.

Come out Friday evening for the Movie at the Park at Hopkins Park. The Lion King will start at 7:45 p.m. Bring your chairs and blankets and enjoy this fun movie in the Park.

► The next St. Cloud Main Street's Breakfast of the Pros takes place on Tuesday, Sept. 9, 8 a.m. at VFW Hall Post 3227, 915 New York Ave. This event will spotlight two additions to downtown St. Cloud. Terry Weaver of Lillie/Olde Florida Riverboat Company will present an update on her and her husband's new venture at the St. Cloud Lakefront. There will also be an update from Museum of Military History Executive Director and St. Cloud Mayor Chris Robertson, who will share news about the historic Grand Army of the Republic where new developments are underway in downtown St. Cloud.

St. Cloud Main Street is expecting a strong turnout, community members are encouraged to RSVP in advance at https://bit.ly/4oOZx3f. Also on the 9th, the City of St. Cloud's Toddler Sports Tuesday Program begins. Every Tuesday from 10:30-11:30 a.m. at the St. Cloud Civic Center, toddlers ages 2-4 will be introduced each week to a new sport—basketball, soccer, cheerleading or t-ball. Parent participation is encouraged. The cost is $5 for residents, $7 for non-residents. To view the weekly schedule and to register, go to https://bit.ly/3HGabbx.

► There are 2 events this month that will give you the opportunity to check out very different City of St. Cloud venues.

The St. Cloud Marina Banquet Hall Open House will be held on Wednesday, Sept. 10 from 5 to 7 p.m. at 1104 Lakeshore Blvd. Event professionals will be available to answer questions. The Ranch at St. Cloud (5452 Jones Road), will hold an Open House on Wednesday, Sept. 17 from 5-7 p.m. Explore the scenic beauty of this 219-acre estate featuring oak trees, a private lake and indoor/outdoor spaces. For more information, call 407-957-7391.

As the sun begins to set, Amazing Animals Preserve comes to life! Capybaras at Sunset, presented by Amazing Animals, is a magical evening filled with animal encounters. A limited number of guests begin the evening with a drink during check-in and the chance to mingle with some animal ambassadors. This event will be held on Saturday, Sept. 20 and 27 and Saturday, Oct. 18 and 25 from 5-6:30 p.m. each day. The Preserve is located at 4235 Rambler Ave.

► Save the date for the St. Cloud Women's Club 10th Annual Craft Show and Scholarship Fundraiser on Saturday, Sept. 27 from 9 a.m. to 2 p.m. at the St. Cloud Community Center. Free parking and admission along with a 50/50 raffle, door prizes, hot dog, beverage and snack stand. Vendor spaces are available. For more information, contact Linda Lokken at 407-569-7588.

► Rotary Club of St. Cloud's Rotary's Roaring 20's Casino Night takes place on Friday, Sept. 27 from 5-9 p.m. at VFW Post 3227, 910 New York Ave. The $75 donation included buy-in, drink ticket and tapas. The theme is 1920's Glam with music, cocktails and more. There will be a casino with blackjack, poker, roulette and craps. All benefits benefit local community projects through the Rotary Club of St. Cloud. To purchase tickets, go to https://www.zeffy.com/ticketing/casino-night-fundraiser.

If you have any St. Cloud news or information that you would like to share, call Lisa Goldmacher at 407-319-9700 or email lcgoldmacher@yahoo.com.

COUNCIL'S CORNER

Continued from Page 3

age," she added.

Other key steps to prevention include annual wellness exams and routine checkups, bone density scans to reduce fracture risk, hearing and vision tests, mammograms, colonoscopies, and cholesterol checks and blood pressure and diabetes screenings for cardiovascular health.

"Regular visits with your primary care provider are one of the best ways to stay on top of your health," said Dr. Maryslenni Gil, Medical Director of the Osceola Council on Aging Health Clinic. "By keeping up with routine screenings and following medical advice, we as clinical providers can catch potential problems early and support a healthier aging process."

Beyond medical care, small daily lifestyle choices can also make a big difference in your health.

Prioritize Sleep: Quality sleep restores energy, supports brain function, and improves overall health.

Stay Mentally Engaged: Activities like puzzles, sudoku, or reading help keep the mind sharp.

Find Joy: A new hobby or creative outlet can bring fulfillment.

Give Back: Volunteering strengthens purpose and connection with others.

Dr. Gil added, "The best advice I can give during Healthy Aging Month is simple: start today. No matter what your age, begin with small, intentional steps to strengthen your body, mind, and spirit. Aging is inevitable, but healthy aging is a choice."

For more information, visit the National Institute on Aging at https://www.nia.nih.gov/health/healthy-aging.

ITEM 5.B

Public Hearing - Adoption of a resolution to vacate right-of-way located adjacent to 15 Church St. - ABDN-25-0002

Request

Approval to adopt a resolution to vacate 0.1 acres, more or less, of right-of-way located adjacent to 15 Church St. that has a (T4-R), and (T4-0) Zoning designations.

Explanation

This right of way/alleyway was established with the O'Neal and Osborn Addition Plat (Book A, Page 42), which was approved in 1889. However, the First Presbyterian Church was built in 1886, prior to the plat approval. The right-of-way measures approximately 17ft. wide and nearly 300 linear ft. long. The building footprint of the church encroaches into this right of way. This vacation/abandonment will clean up and remove this underlying right-of-way from the property. Other underlying right-of-way on other parts of the church property have been previously vacated and approved by City Commission at the April 29, 1970 (Res. 8-70) and October 22,1996 (Res. 42-96) meetings. No objections were received for this right-of-way vacation/abandonment by any utility providers.

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

The Development Review Committee (DRC) recommended approval on June 17, 2025.

The Planning Advisory Board (PAB) recommended approval by a vote of 4-1 at the August 20, 2025 meeting.

CONDITION:

1. Blanket easement 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).

REQUESTED CITY COMMISSION ACTION:

Approve w/Conditions

Department: Development Services
Presenter: Brenda Ryan

Attachment(s):

City of Kissimmee

1. ABDN-25-0002 Aerial Map
2. ABDN-25-0002 Vicinity Map
3. ABDN-25-0002 Plat Exhibit
4. (S)ABDN-25-0002 Proposed Resolution
5. ABDN-25-0002 City Commission Ad
6. ABDN-25-0002 PAB Actions
7. ABDN-25-0002 DRC Supporting Documents
8. ABDN-25-0002 DRC Comments

ABDN-25-0002
First Presbyterian Church ROW Abandonment/Vacation



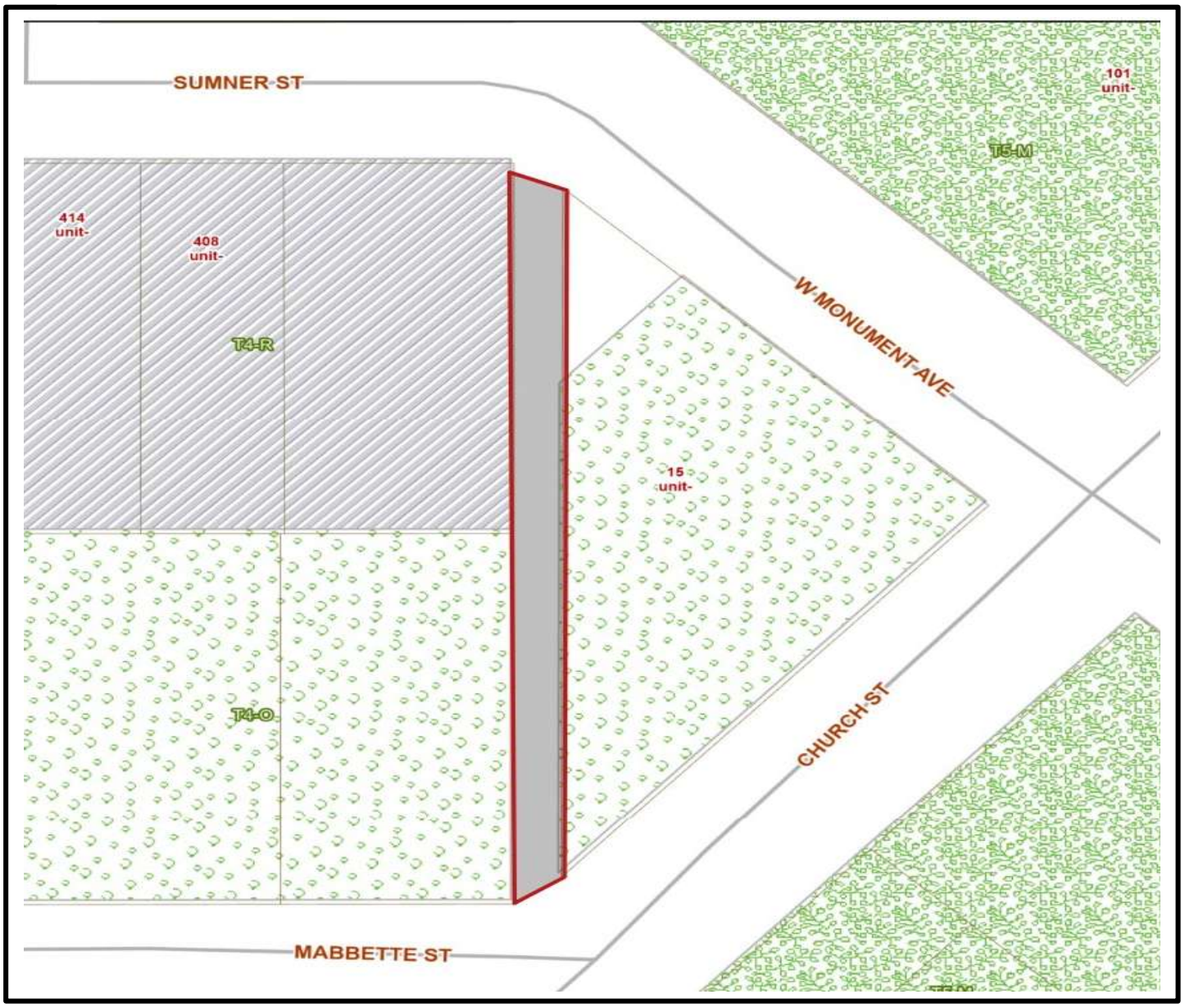
July 28, 2025

1:749

0 0.01 0.01 0.02 mi

0 0.01 0.01 0.03 km

State of Florida, Maxar, Microsoft



Legend

City Limits

Zoning District

- AC (Agricultural Conservation)
- AI (Airport Industrial)
- AO (Airport Operations)
- B-2 (Neighborhood Commercial)
- B-3 (General Commercial)
- B-5 (Office Commercial)
- BP (Business Park)
- CF (Community Facility)
- HC (Highway Commercial)
- HF (Hospital Facility)
- IB (Industrial Business)
- MH (Mobile Home 6,000 sqft)
- MHP (Mobile Home Park)
- MUPUD (Mixed Use Planned Unit Development)
- OS (Open Space)
- RA-1 (Single Family Residential)
- RA-2 (Single Family Residential)
- RA-3 (Single Family Residential)
- RA-4 (Single Family Residential)
- RB-1 (Medium Density Residential)
- RB-2 (Medium Density Residential - Office)
- RC-1 (Multiple Family Medium Density Residential)
- RC-2 (Mutliple Family High Density Residential)
- RE (Residential Estate)
- RPB (Residential Professional Business)
- RPUD (Residential Planned Unit Development)
- SRPUD (Short Term Rental Planned Unit Development)
- UT (Utilities)
- SD (Special District)
- T1 (Natural)
- T3 (Edge)
- T4-O (Neighborhood Open)
- T4-R (Neighborhood Restricted)
- T5-M (Mixed-Use Center)
- T5-U (Mixed-Use Urban Core)
- T6 (Waterfront)

N

7/28/2025

O'Neal & Osborn's Addition

O'Neal & Osborn's Addition to Kissimmee Osceola Co Fla.
E½ of NE¼ of SE¼
Sec: 21. Tp 25 S. R 29 E.
By V. R. Keller 1909.

Scale 1/2 in = 50 ft.

Filed in the office of the Clerk of the Circuit Court, Osceola Co this 28th day of April 1909.
Geo. M. Lee Clerk
By V.R. Keller D. C.

Section line

Seminole Street

Dakin Ave

Mitchell Street

Possel Street

Summer Street

Beaumont Ave.

Orlando Ave.

Mabbett Street

Page 78 of 1705

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KISSIMMEE, FLORIDA, CONFIRMING THE ABANDONMENT AND VACATION OF RIGHT-OF-WAY BETWEEN CHURCH STREET AND WEST MONUMENT AVENUE, AS SHOWN ON THE ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, AT PAGE 2, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, there exists a recorded unnamed right-of-way located between Parcel ID# 22-25-29-2170-0005-0010 (15 Church St.), Parcel ID# 21-25-29-1880-000A-0095, and Parcel ID# 21-25-29-1880-000A-0010 and the City is rightful owner of same; and

WHEREAS, the City Commission seeks to abandon and vacate the unnamed right-of-way in its entirety, as hereinafter further described in Exhibit "A"; and

WHEREAS, public notice was provided in accordance with law, and the Planning Advisory Board recommended approval of the abandonment and vacation of said right-of-way; and

WHEREAS, the City Commission further determines that abandonment and vacation of the right of way is in the best interest of the City and will not be detrimental to its public health, safety and welfare; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA AS FOLLOWS:

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

Section 2. Confirmation of Abandonment and Vacation of Right-of-Way. Pursuant to Section 14-3-47 of the Land Development Code of the City of Kissimmee, the City Commission hereby confirms the abandonment and vacation of right-of-way, as more fully described in Exhibit "A." .

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

.

PASSED AND ADOPTED, by the City Commission of the City of Kissimmee, this **7th** day of **October,** 2025.

_____
Mayor - Commissioner

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

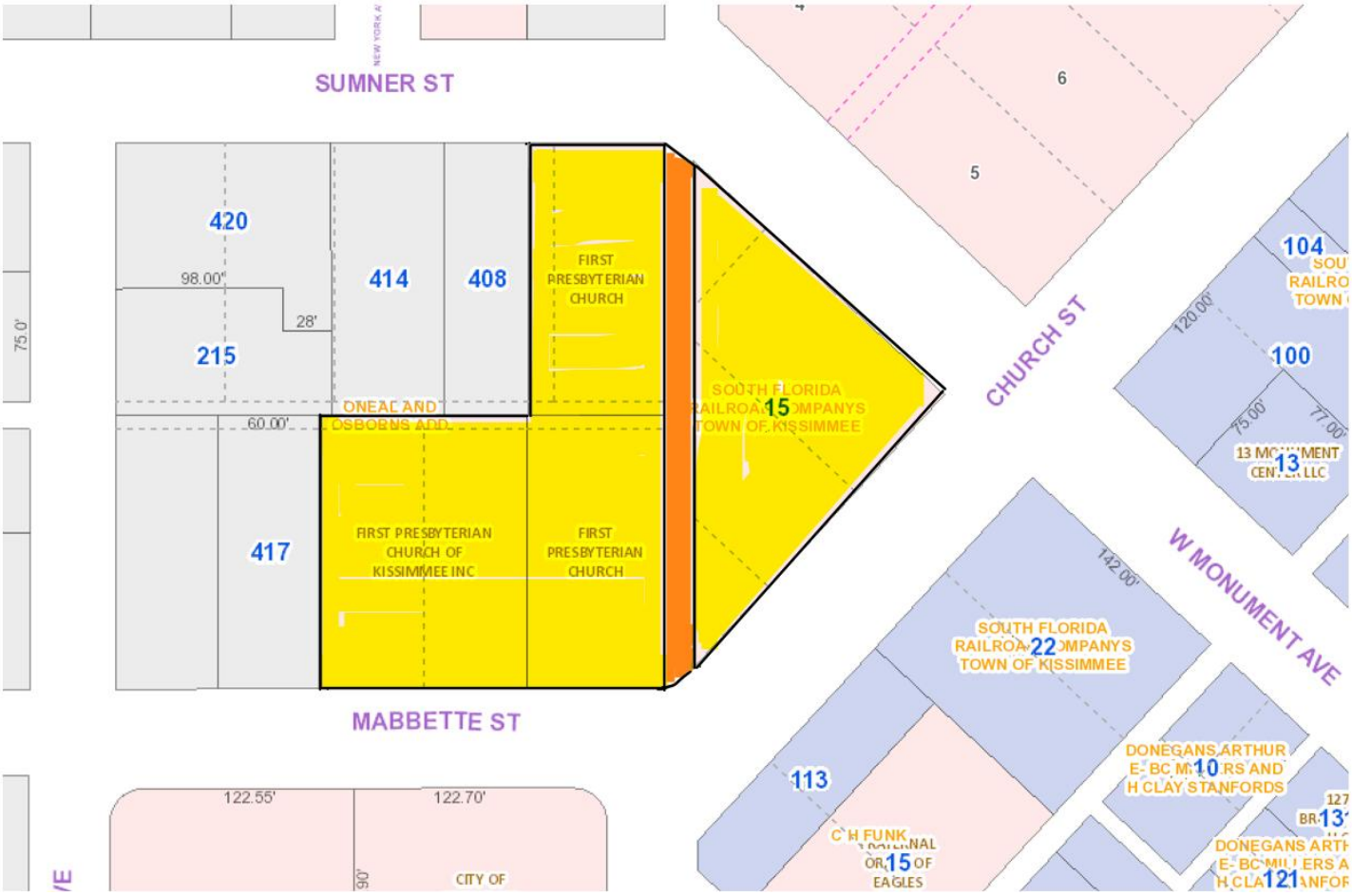
EXHBIT "A"

Legal Description of Right-of-Way

That certain unnamed alleyway occupying 0.1 acre and being approximately 300 feet in length, located in Block A of O'Neal and Osborne's Addition to the Town of Kissimmee, Plat Book A, Page 2 of the Public Records of Osceola County, Florida, being more particularly described herein as a designated alleyway lying east of and adjacent to Lots 1 and 10 in said Block A, said alleyway connecting Church Street Right of Way to the south with West Monument Avenue to the north

Containing 0.1 total acres, more or less.

1) SKETCH of ALLEYWAY PROPOSED to be VACATED



LEGEND: **Yellow** Indicates Property owned by First Presbyterian Church of Kissimmee
Orange Indicates subject 0.1 acre inoperable alleyway proposed to be vacated

2) PROPERTY DESCRIPTION FOR ALLEYWAY PROPOSED TO BE VACATED

That certain unnamed alleyway occupying 0.1 acre and being approximately 300 feet in length, located in Block A of O'Neal and Osborne's Addition to the Town of Kissimmee, Plat Book A, Page 2 of the Public Records of Osceola County, Florida, being more particularly described herein as a designated alleyway lying east of and adjacent to Lots 1 and 10 in said Block A, said alleyway connecting Church Street Right of Way to the south with West Monument Avenue to the north.

3) RATIONALE for VACATION of ALLEYWAY REQUEST by FIRST PRESBYTERIAN CHURCH of KISSIMMEE (FPCK):

FPCK discovered the County Property Appraiser's records showed the subject alleyway that for decades has been occupied by buildings and parking. Neither City Staff, the County, nor FPCK have found evidence of its abandonment. FPCK seeks a remedy for this for the following reasons:

a) Eliminating confusion and expenses about personal injury and property damage liabilities that may occur
b) Future Improvements or expansion that may entail permits or approvals
c) Enforcement of private property rights, parking, security etc.
d) Although not anticipated, eventual sale of property, which might restore its tax status
e) Financing and insurance issues and obstacles

Orlando Sentinel
MEDIA GROUP

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 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Sep 12, 2025.

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, 2025,
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

7868648

Orlando Sentinel
MEDIA GROUP

NOTICE OF PUBLIC HEARING

The City Commission will hold a Public Hearing on Tuesday, October 7, 2025 at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, 34741. The purpose of this Public Hearing is to make a recommendation to the City Commission to vacate the right-of-way as described as follows:

That portion of right-of-way to be vacated west of 15 Church St. (First Presbyterian
Church), Parcel ID# 22-25-29-2170-0005-0010 as described as follows:

Legal Description

That certain unnamed alleyway occupying 0.1 acre and being approximately 300 feet in length, located in Block A of O'Neal and Osborne's Addition to the Town of Kissimmee, Plat Book A, Page 2 of the Public Records of Osceola County, Florida, being more particularly described herein as a designated alleyway lying east of and adjacent to Lots 1 and 10 in said Block A, said alleyway connecting Church Street Right of Way to the south with West Monument Avenue to the north.

Containing 0.1 total acres, more or less

A copy of the proposed request may be inspected in the Development Services Department at City Hall, 101 Church Street. Any questions regarding this public hearing may be directed to the Development Services Department at (407) 518-2140 or at planning@kissimmee.gov.

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

Reference # ABDN-25-0002
First Presbyterian Church

CITY COMMISSION
KISSIMMEE, FLORIDA

In accordance with Florida Statutes 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407)518-2308 prior to the meeting. (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.
9/12/2025 7868648

7868648

MEETING ACTIONS
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, AUGUST 20, 2025 AT 6:00 PM

1. **MEETING CALLED TO ORDER Members Present:** Board Member Robert Bussiere, Board Member Diana Marrero-Pinto, Board Member Alex Alemi, Board Member Rebeca Marin, Board Member Lynda Roth
Staff Present: Brenda Ryan, Planning Manager, Kalanit Oded, Assistant City Attorney, Samia Singleton, CRA Manager, Cristian Arias, Senior Planner, Ryan Altizer, Senior Planner, Kayla Smith, Planning Technician.
Members Absent: Board Member Aaron Sabino, Board Member Yolanda Bernard

   Chairman Robert Bussiere called the meeting to order at 6:00 p.m.

2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**

   After a Moment of Silence, Chairman Bussiere led the audience in the Pledge of Allegiance.

3. **MINUTES**

3.A Approval of June 4, 2025 Planning Advisory Board Meeting Minutes

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

AYE: Board Member Bussiere, Board Member Marrero-Pinto, Board Member Alemi, Board Member Marin, Board Member Roth
NAY: None

Motion to Approve Passed 5 - 0.

4. **OLD BUSINESS**

5. **NEW BUSINESS**

5.A Amendment to resolution 10-2020, to update the Downtown Kissimmee Community Redevelopment Agency (DKCRA) Master Redevelopment Plan.

Board Member Alex Alemi made a motion to Approve. Board Member Lynda Roth seconded the motion.

AYE: Board Member Bussiere, Board Member Marrero-Pinto, Board Member Alemi, Board Member Marin, Board Member Roth
NAY: None

Motion to Approve Passed 5 - 0.

5.B Public Hearing - Conditional Use with Site Plan to establish outdoor sales at Lechonera el Jibarito – 1985 S John Young Pkwy - CU-25-0004

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

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

Board Member Marin, Board Member Roth
NAY: None

Motion to Approve w/Conditions Passed 5 - 0.

5.C Public Hearing - Osceola Village Center PUD Amendment: PUD-23-0001

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

AYE: Board Member Bussiere, Board Member Marrero-Pinto, Board Member Alemi, Board Member Marin, Board Member Roth
NAY: None

Motion to Approve Passed 5 - 0.

5.D Public Hearing - Resolution to vacate unnamed right-of-way located adjacent to 15 Church St. - ABDN-25-0002

Board Member Diana Marrero-Pinto made a motion to Approve. Board Member Lynda Roth seconded the motion.

AYE: Board Member Bussiere, Board Member Marrero-Pinto, Board Member Marin, Board Member Roth
NAY: Board Member Alemi

Motion to Approve Passed 4 - 1.

6. PUBLIC HEARINGS

7. DISCUSSION

8. HEAR CHAIRMAN AND BOARD MEMBERS

9. ADJOURNMENT

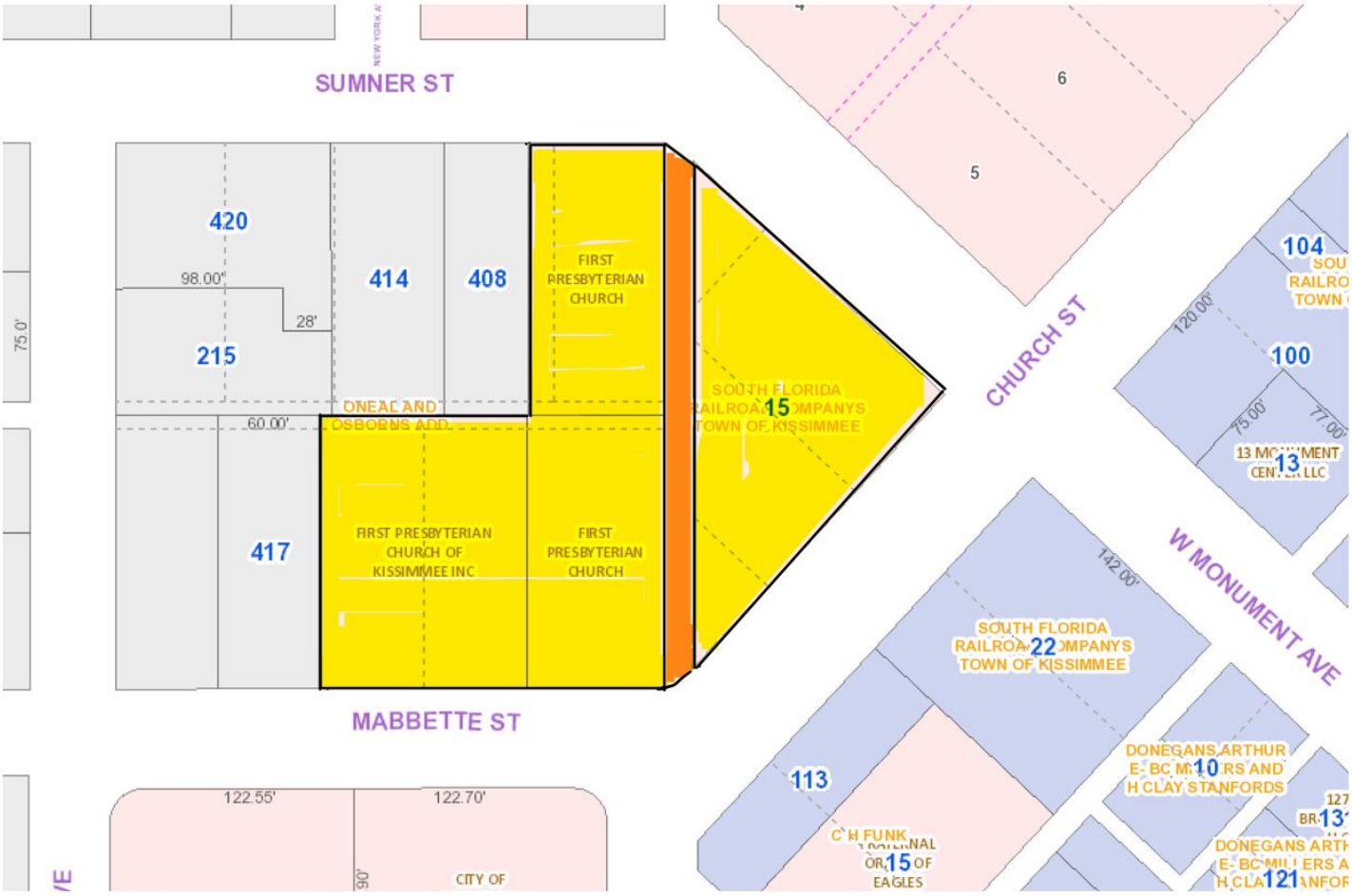
There being no further business to come before the Planning Advisory Board, Chairman Robert Bussiere adjourned the meeting at 08:01PM.

Board Chairman

ATTEST:

Board Secretary

1) SKETCH of ALLEYWAY PROPOSED to be VACATED



LEGEND: **Yellow** Indicates Property owned by First Presbyterian Church of Kissimmee
Orange Indicates subject 0.1 acre inoperable alleyway proposed to be vacated

2) PROPERTY DESCRIPTION FOR ALLEYWAY PROPOSED TO BE VACATED

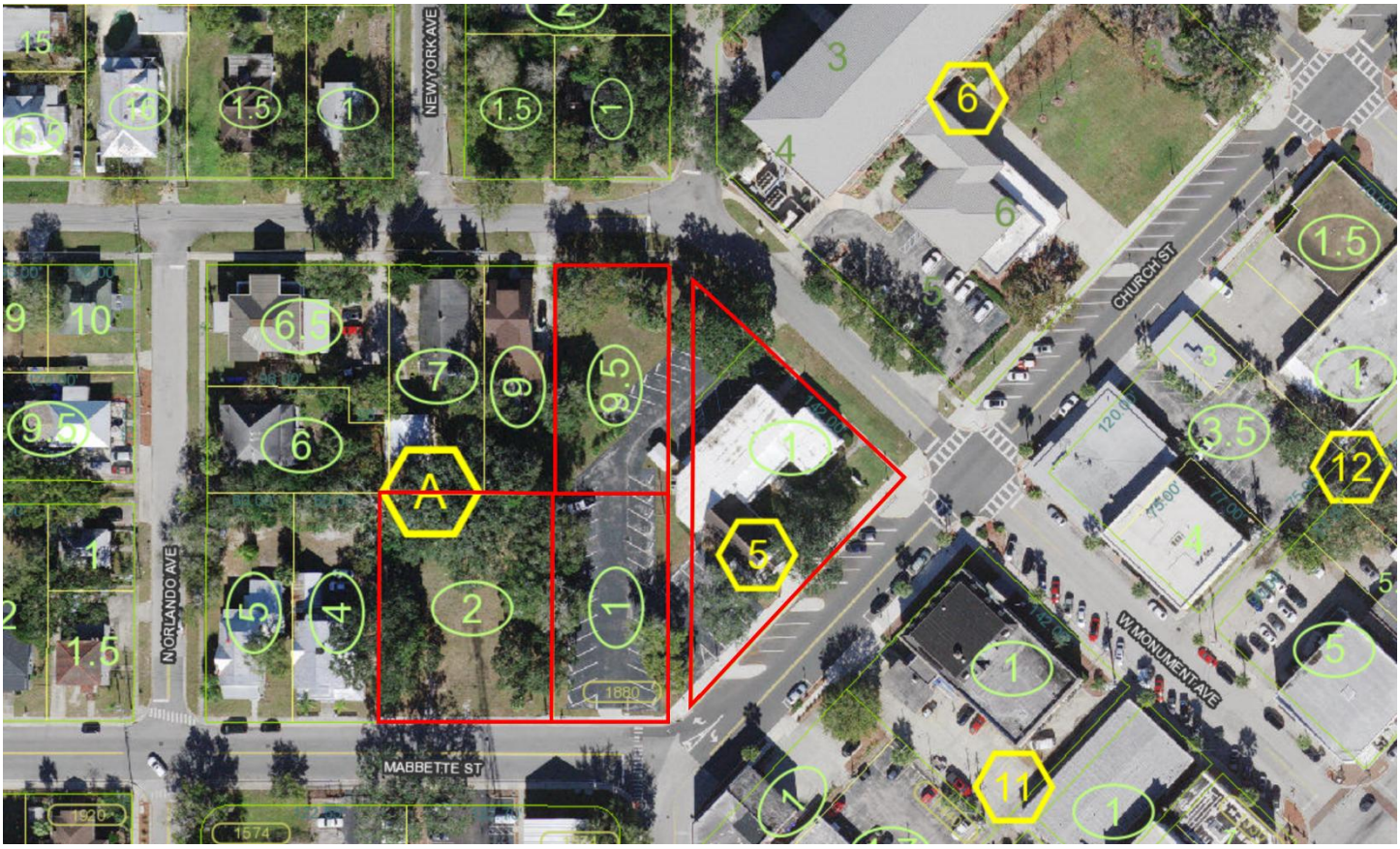
That certain unnamed alleyway occupying 0.1 acre and being approximately 300 feet in length, located in Block A of O'Neal and Osborne's Addition to the Town of Kissimmee, Plat Book A, Page 2 of the Public Records of Osceola County, Florida, being more particularly described herein as a designated alleyway lying east of and adjacent to Lots 1 and 10 in said Block A, said alleyway connecting Church Street Right of Way to the south with West Monument Avenue to the north.

3) RATIONALE for VACATION of ALLEYWAY REQUEST by FIRST PRESBYTERIAN CHURCH of KISSIMMEE (FPCK):

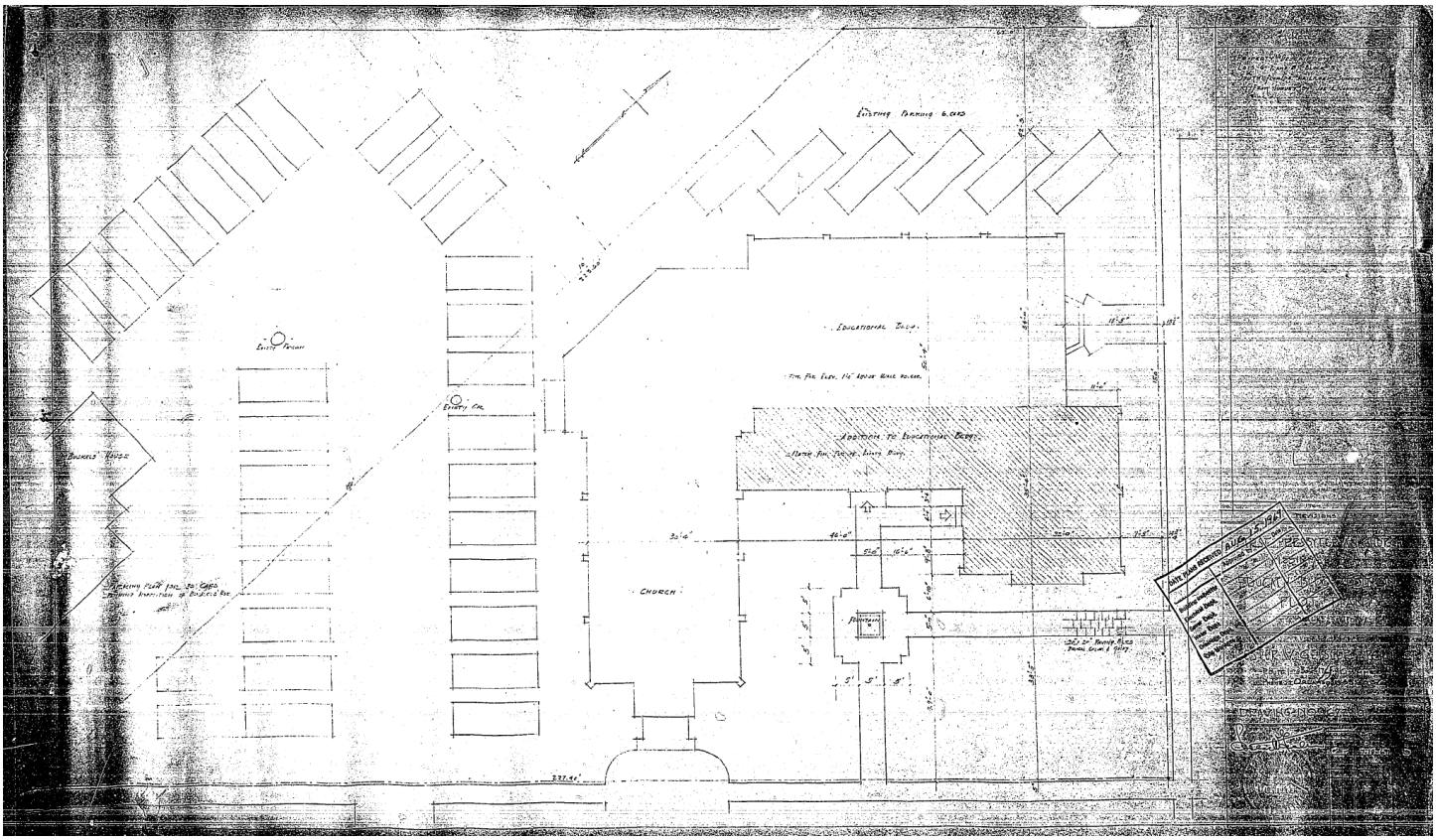
FPCK discovered the County Property Appraiser's records showed the subject alleyway that for decades has been occupied by buildings and parking. Neither City Staff, the County, nor FPCK have found evidence of its abandonment. FPCK seeks a remedy for this for the following reasons:

a) Eliminating confusion and expenses about personal injury and property damage liabilities that may occur
b) Future Improvements or expansion that may entail permits or approvals
c) Enforcement of private property rights, parking, security etc.
d) Although not anticipated, eventual sale of property, which might restore its tax status
e) Financing and insurance issues and obstacles

4) AERIAL PHOTO SHOWING PRESENT CIRCUMSTANCES



5) OLD GROUNDS LAYOUT as PART of PLANS PERMITTED by CITY for BUILDING IMPROVEMENTS



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

ADDRESS: 15 Church St. **DATE: 06/03/2025**
PLAN NUMBER: ABDN-25-0002
PROJECT NAME: First Presbyterian Church
REVIEW VERSION NUMBER: v1

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. This alleyway is approximately 17 ft. wide and 300 linear feet long.
3. Note that there has been 2 previously approved right-of-way vacations for different, underlying segments of alleyway adjacent to the 4 parcels owned by the First Presbyterian Church. Neither included the segment of alleyway included with this vacation.
    a. A portion of an alleyway was vacated under Res. 8-70 at the April 29, 1970 City Commission meeting.
    b. Another portion of alleyway was vacated under Res. 42-96 at the October 22, 1996 City Commission meeting.
4. 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.

OR BOOK 202 PAGE 57

RESOLUTION NO. 8-70

WHEREAS, the City Commission of the City of Kissimmee, Florida has considered and determined that the public convenience and necessity does not require the use and maintenance of that portion of the two unnamed alleys as shown in red on Exhibit "A" attached hereto and made a part hereof, all of said alleys being and lying within the city limits of the City of Kissimmee, Florida, and that the same should be permanently closed and abandoned.

THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Florida, in lawful session assembled, as follows:

That portion of two unnamed alleys shown in red on Exhibit "A" attached hereto and made a part hereof, said alleys lying totally within the city limits of the City of Kissimmee, Florida, be, and the same are hereby permanently closed and abandoned, and the City does renounce and relinquish any interest it ever had in the closed and abandoned portion of the two unnamed alleys as shown on the attached Exhibit "A" marked in red.

PASSED AND DULY ADOPTED on this 28 day of April, A.D. 1970.

THE CITY OF KISSIMMEE

By: J. C. Clemons
Mayor-Commissioner

ATTEST:

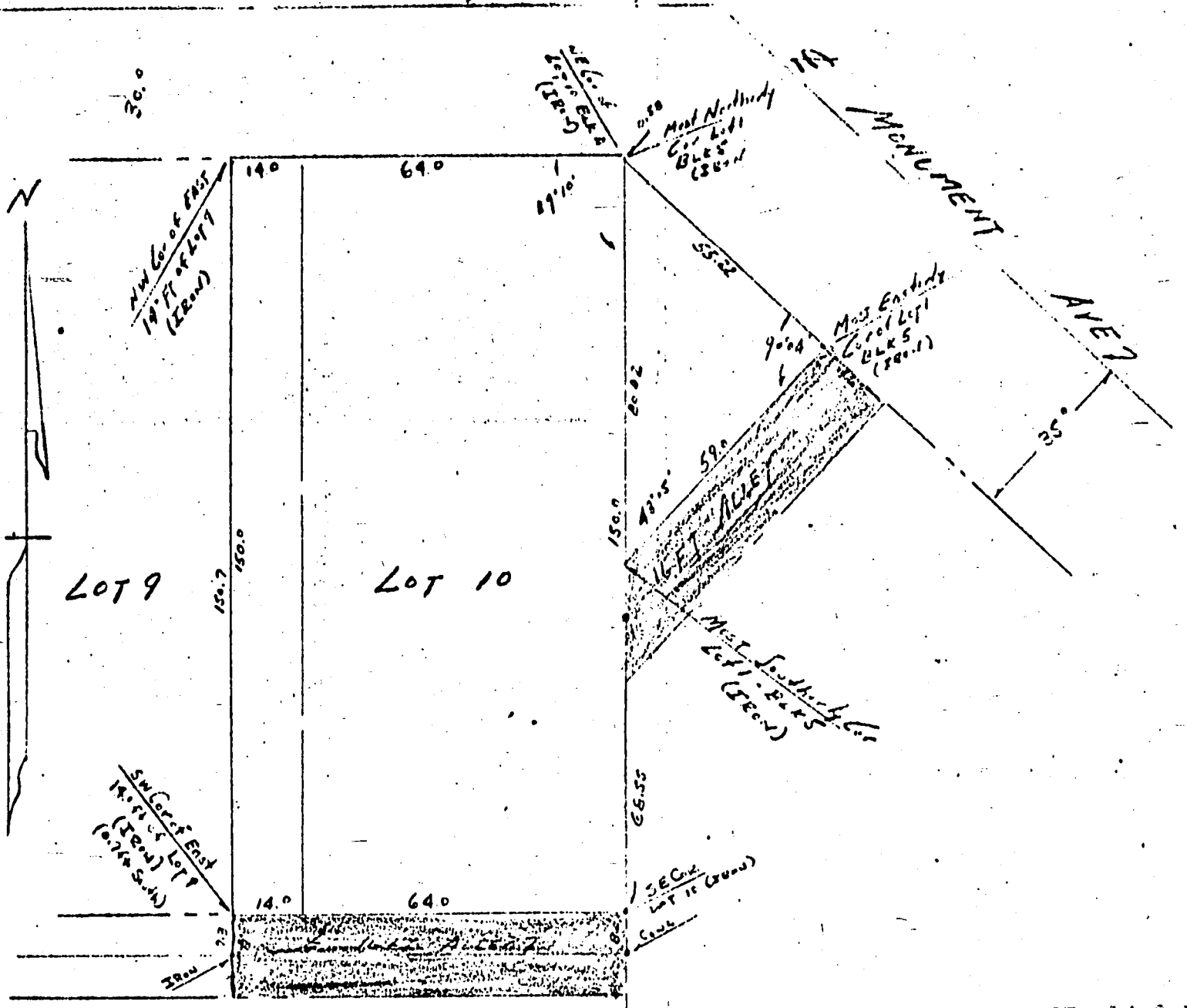
Earl B. Tyson
City Manager

This Instrument Prepared by
City Kissimmee
101 Church Street
Kissimmee, Fla. 32741

PLAT

OR BOOK 202 PAGE 58

E SUMNER ST.



SHOWING A SURVEY AND LOCATION OF IMPROVEMENTS OF LOT 10 AND THE EAST, 14.0 FT., OF LOT 9 OF BLOCK "A", OF OSBORN & O'NEAL'S ADDITION TO THE TOWN OF KISSIMMEE CITY, AS PER PLAT BOOK 1, PAGE 7, AND LOT 1 OF BLOCK 5, OF SOUTH FLORIDA RAILROAD COMPANY'S SURVEY AS PER PLAT BOOK A, PAGE 2, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Surveyed at Request of:

First Presbyterian Church
401 W. Mabbette Street
Kissimmee, Florida 32741

JOHNSTON'S
ENGINEERS AND SURVEYORS

DATE 3-24-70 SCALE 1IN=30FT

William J. Johnston
REGISTERED LAND SURVEYOR CERT. No. 935
REGISTERED PROFESSIONAL ENGINEER CERT. No. 4379

416 Mabbette Street
Phone 847-2179

P. O. Box 844
Kissimmee, Florida 32741

Field Book _____

Page _____

Job # 113

FILED IN THE OFFICE OF CLERK OF CIRCUIT COURT, OSCEOLA COUNTY, FLORIDA
ON THE 13 DAY OF May A. D. 1970, RECORDED AT 2:10 O'
CLOCK P M, IN BOOK 202 OF OFFICIAL RECORDS, PAGE 58
HARRIS G. DANIEL, CLERK By Patty R Manning D.C.

October 30, 1996

I HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF RESOLUTION 42-96, AS ADOPTED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA ON OCTOBER 22, 1996.

CITY OF KISSIMMEE

(SEAL)

BY: Sandra L. Yeager
SANDRA L. YEAGER
CITY CLERK

COPY

\ MEL WILLS JR., CLERK OF THE CIRCUIT COURT - OSCEOLA CTY BK 1361 \
\ 11/15/96 11:22 VERIFIED: SWT INSTR # 96-092426 PG 0868 \

Office of the City Clerk
City of Kissimmee • 101 N. Church Street • Kissimmee, FL 34741-5013 • Phone (407) 847-2821 • FAX (407) 847-9233

RESOLUTION NO. 42-96

A RESOLUTION OF VACATION OF AN UNNAMED ALLEY RIGHT OF WAY

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

WHEREAS, there exists a plat known as O'Neal and Osborns' Addition, which had dedicated the unnamed alleyway, which is recorded in Plat Book A, Page 2, of the official records of Osceola County, Florida, and

WHEREAS, a property owner is desirous of vacating the unnamed alleyway as hereinafter described, and

WHEREAS, the City Commission of the City of Kissimmee, Florida has determined that the vacation the unnamed alleyway does not materially affect the right of convenient access to lots which may have been previously conveyed under the O'Neal and Osborns' Addition, 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 unnamed alleyway, and

WHEREAS, the interest of the City of Kissimmee and its citizens thereof would not be adversely affected by the vacation and annulment of the unnamed alleyway of such lands appearing of record;

NOW THEREFORE, BE IT RESOLVED that pursuant to Section 14-1-50 thru 60 of the Code of The City of Kissimmee, that the unnamed alleyway as described hereinafter shall be hereby vacated and annulled, leaving a blanket drainage and utility easement in its place.

Unnamed 16' alleyway located in Block A of O'Neal and Osborns' Addition as recorded in Plat Book A, page 2, of the public records of Osceola County, Florida.

More particularly described as that part of a 16' alleyway lying north of lots 2 through 5 and south of lots 6 through 9, less the east 14' of the previously vacated alleyway lying south of lot 9 (O.R. Book 202, pgs. 57 and 58), per Plat Book A, page 2, as recorded in the public records of Osceola County, Florida.

This resolution shall take effect upon its adoption.

PASSED AND DULY ADOPTED on this 22nd day of OCTOBER, 1996.

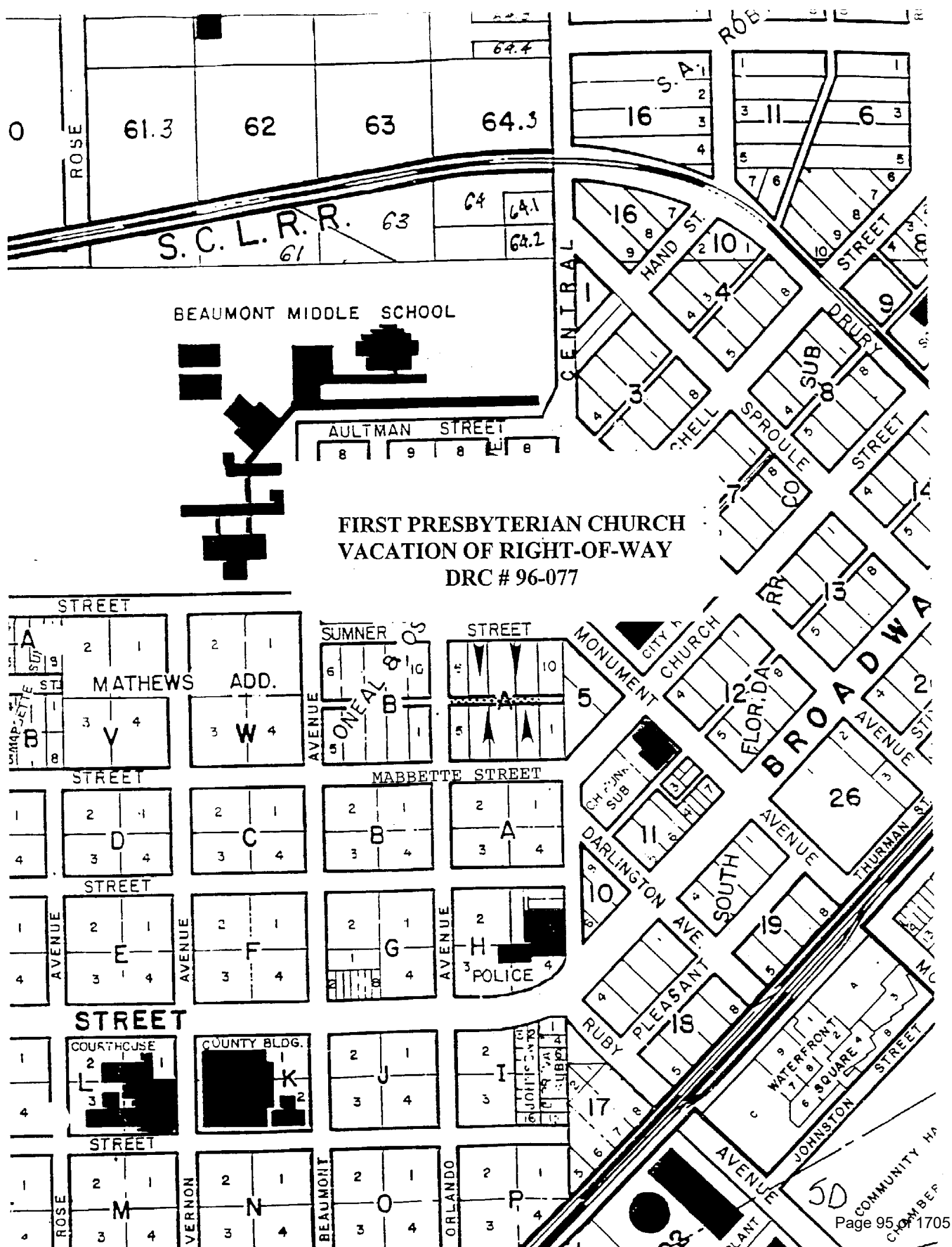
THE CITY OF KISSIMMEE, FLORIDA

Ronald L. Dennis
Vice-Mayor

ATTEST:

Sandra L. Yeager
City Clerk

COPY


BEAUMONT MIDDLE SCHOOL
FIRST PRESBYTERIAN CHURCH
VACATION OF RIGHT-OF-WAY
DRC # 96-077
S.C.L.R.R.
ROSE
AULTMAN STREET
CENTRAL
HAND ST.
DRURY
SUB
SPROULE
STREET
MATHEWS ADD.
SUMNER
O'NEAL
AVENUE
MONUMENT
CHURCH
FLORIDA
BROADWAY
MABBETTE STREET
DARLINGTON
SOUTH
THURMAN ST.
POLICE
COURTHOUSE
COUNTY BLDG.
RUBY
PLEASANT
WATERFRONT
SQUARE
JOHNSTON
VERNON
BEAUMONT
ORLANDO
COMMUNITY

DEVELOPMENT PROJECT COMMENT FORM

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

DATE: 6/11/2025
PROJECT: First Presbyterian Church Alleyway Vacation
DRC NUMBER: ABDN-25-0002
REVIEW NUMBER: 1 (v1)

Review Status:
REVISE & RESUBMIT

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

GENERAL INFORMATION:

1. Please provide the following:
   a) Metes and bounds legal description and sketch of description for the proposed right-of-way to be vacated. Ref. LDC §14-3-47(B)(1)(b)
   b) Supporting documentation showing the location of all existing utilities/improvements within the boundary of the proposed right-of-way to be vacated. Ref. LDC §14-3-47(B)(1)(e)

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

SITE SPECIFIC:

- A blanket access and drainage easement may be required over the vacated right-of-way.

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.

###

6/12/2025
ABDN-25-0002 – 15 CHURCH ST - PIN: 22-25-29-2170-0005-0010
Kissimmee Utility Authority – Magdalena Fernandez
mfernand@kua.com – (407) 933-7777 x 6-6650

KISSIMMEE UTILITY AUTHORITY
COMMENTS

Approved.

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

SDOC#: 2024/25-0174 DRC#: ABDN-25-0002

Current FLU: MU-D
Requested FLU: N/A

PROJECT NAME: First Presbyterian Church of Kissimmee

Current Zoning: T4-O

PROJECT LOCATION: 15 Church Street, Kissimmee, 34741

Requested Zoning: N/A

COMMENTS DUE DATE: 6.11.25

PID: 22-25-29-2170-0005-0010

This application for abandonment of an alleyway has no impact on public school capacity.

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

ADDRESS: Parcel ID 15 Church Street, Kissimmee, FL 34741 **DATE: 6/11/2025**
PLAN (DRC) NUMBER: ABDN-25-0002

Review Status:
APPROVED WITH CONDITIONS.

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

Comments/Conditions (if applicable):

- A 10-foot utility easement will be required within the vacated right of way.
- There shall be no permanent structures placed over top and or within utility easement.

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

ITEM 7.A
Approval of City Commission Minutes from the September 16, 2025 meeting and the September 22, 2025 workshop

Request

Approval of the September 16, 2025 commission meeting and September 22, 2025 Workshop minutes.

Explanation

Minutes of the commission meeting held on September 16, 2025 and September 22, 2025 Workshop 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 16 2025
2. (S) CCM MIN SEP 22 2025 (Sign Code and PAB Workshop)

MEETING MINUTES
SESSION OF THE CITY COMMISSION (2ND BUDGET HEARING)
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, SEPTEMBER 16, 2025 AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Carlos Alvarez, III, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, City Clerk Tameara Crespo
Members Absent: Deputy City Manager Austin Blake

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Promotion Ceremony of Police Corporal

Swearing in and administering of oath for newly promoted Police Corporal Rodofo Sayeed.

Police Chief Broadway administered the Oath of Office to Corporal Rodofo Sayeed.

3.B Proclamation - Hispanic Heritage Month

To present a proclamation to Viva Osceola Festival 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. Recipient Viva Osceola thanked the city for their support.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

5.A Public Hearing - Adoption by Resolution of the Final Millage Levy and Final Budget for Fiscal Year 2025-2026

Adoption by Resolution of the Final Millage Levy of 4.6253 mills and Final Budget of $310,308,019 for Fiscal Year 2025-2026.

City Attorney Sanchez de Fuentes read Resolution #19-2025 by title. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Alvarez made a motion to approve the Public Hearing and adopt Resolution #19-2025 setting the final millage levy of 4.6253 mills which is 4.29% more than the rolled back rate of 4.4352. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

City Attorney Sanchez de Fuentes read Resolution #20-2025 by title. Mayor Espinosa announced the Public Hearing with no response from the audience.

Mayor Espinosa made a motion to approve the Public Hearing and adopt Resolution #20-2025 setting the final budget to $310,308,019 and authorize 942 full and part-time positions.

Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Espinosa	AYE

Motion carried 5 - 0.

Commission consensus received to schedule a workshop to review department head functions and salaries on September 29, 2025, at 4:30 p.m. and to make budget adjustments if necessary, following the workshop.

5.B Public Hearing - Annual Red Light Camera Report Presentation and Discussion

To present the annual red light camera report at a public hearing to the Commission as required by Florida State Statute.

Captain Tilton reviewed a PowerPoint attached to the agenda which reviewed the red-light camera program and statistics. Mayor Espinosa announced the Public Hearing with no response from the audience.

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.*

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

Motion carried 5 - 0.

7.A Approval of City Commission Minutes from the September 3, 2025 meeting

Approval of the September 3, 2025 commission meeting minutes.

7.B Annual Advisory Board Reappointments with Terms Ending September 30, 2025

The Commission is requested to reappoint and provide ministerial approval for board members with terms ending September 30, 2025.

7.C Consent to Sub-Lease Between Sunstate Aviation Holdings, LLC and Integrity Aero, LLC

Approval of Consent to Sub-Lease between Sunstate Aviation Holdings, LLC and Integrity Aero, LLC, contract number 20240223.

7.D Approval of the Developer's Agreement between the City of Kissimmee and Pulte Group, Inc.

Approval of the Developer's Agreement (Contract No.20250364) between the City of Kissimmee and Pulte Group, Inc. to establish alternative design standards for the Hilliard Isle Mixed Use Planned Unit Development (PUD-22-0004).

7.E Resolution Adopting the Osceola County Comprehensive Emergency Management Plan (CEMP) and the City of Kissimmee CEMP Annex

Adoption of a Resolution for the City to adopt the Osceola County Comprehensive Emergency Management Plan and the City of Kissimmee Annex to memorialize unified efforts to mitigate, prepare for, respond to, and recover from a variety of disasters.

Adoption of Resolution #21-2025

7.F Memorandum of Agreement for the Berlinsky Community House

Approval of a Memorandum of Agreement (Contract #20250378) to mitigate the adverse impacts of demolishing the Berlinsky Community House.

7.G Intergovernmental Transfer Agreement for Medicaid Managed Care Organization Payment Program

Approval to enter into an Intergovernmental Transfer (IGT) agreement (contract #20250066) with the Agency for Health Care Administration (AHCA) to continue receiving supplemental payments for Medicaid patients transported by the Fire Department.

7.H Amendment to drainage easement agreement – Osceola Village (Lot D)

Approval of the Amendment to the Drainage Easement Agreement among CRP/NRP Osceola Village Owner, L.L.C., Osceola-Kissimmee Development IV, LLC, and the City of Kissimmee. (Contract #: 20250379)

7.I Forensics Facility Design Construction Documents with Harvard Jolly | PBK Architects

Approval to utilize the City's continuing services contract with Harvard Jolly Architects, Inc. (HJ|PBK), Contract # 20250367 for architectural services to develop the Kissimmee Police Department Forensics & Evidence Storage Facility through 60% Construction Documents, in the not-to-exceed amount of $158,753.00, which includes $156,753.00 for basic services and a $2,000.00 reimbursable allowance.

7.J First Amendment to the Construction Services Agreement with Miniopolis LLC for the Haven on Vine ADA Apartment Renovations

Approval of the First Amendment to the Construction Services Agreement (Contract #20250195) with Miniopolis LLC for the Haven on Vine Project: Renovation of Two ADA Apartments, and authorization for the City Manager or his designee to execute any additional documents or change orders as necessary.

7.K Contract for transition to Cloud-Based Video Management

Approval of a purchase agreement to transition from on-premises media storage to a cloud-based video management platform with Verkada.

7.L Extension of the Professional Services Contract with Purvis and Gray Company, LLP to perform auditing services for the Fiscal Year Ending 2025

Commission approval to extend the audit services contract with Purvis Gray and Company, LLP (contract #20240269) for auditing services for the fiscal year ending 2025.

8. DISCUSSION ITEMS

8.A Kissimmee Main Street Annual Update and Funding Agreement for FY 2025-2026

Kissimmee Main Street Annual Update and Approval of Funding Agreement #20240495 for Fiscal Year 2025-2026.

Executive Director of Kissimmee Main Street, Diana Marrero-Pinto, presented a recap video featuring the annual updates. After the presentation, a discussion followed, where it was clarified that Kissimmee Main Street functions as an independent 501(c)(3) nonprofit organization. The Commissioners engaged with Ms. Marrero-Pinto to explore the potential advantages and disadvantages of incorporating Kissimmee Main Street staff as city employees. The commission also discussed various topics, including funding sources from

the county, the terms of existing agreements, rent costs, and the organization's role as a community liaison.

Mayor Espinosa made a motion to approve the funding agreement as presented. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

Commission consensus to meet with the Kissimmee Main Street Board of Directors within thirty (30) days to discuss the advantages and disadvantages of integrating Kissimmee Main Street into the City as part of an existing department, with staff becoming city employees.

8.B Small Business Development Center Annual Update and Funding Agreement for FY 2025-26

Approval of Contract #20250371 for the UCF Small Business Development Center Funding Agreement and for the city manager to sign the agreement.

CRA Manager Samia Singleton introduced a representative from the SBDC, who provided a handout (Exhibit "A") and presented a PowerPoint, which was included in the agenda, to review the annual updates. The representative also invited business owners from Gavasha to share their experiences and emphasize the positive aspects of their involvement.

Commissioner Martinez made a motion to approve the funding agreement as presented. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

8.C UCF Business Incubator Program Annual Update and Funding Agreement for FY 2025-2026

Approval of Contract #20250374 with the University of Central Florida (UCF) for the Business Incubator Program FY 2025-2026.

CRA Manager Samia Singleton introduced UCF representative Esther Vargas, who presented the annual report via a PowerPoint included in the agenda. Mayor Espinosa emphasized the need for consistency in reviewing all service providers and noted the commission would be evaluating and analyzing such agreements moving forward.

Mayor-Commissioner Espinosa made a motion to approve the funding agreement as presented. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

8.D Advisory Board Vacancy: Affordable Housing Advisory Committee

The Commission is requested to make an appointment to fill a vacancy on the Affordable Housing Advisory Committee.

Commissioner Martinez made a motion to appoint Steve Auger to the Affordable Housing Advisory Committee. Commissioner Alvarez seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady, Commissioner Martinez, Commissioner Ortiz
NAY: Mayor Espinosa

Motion carried 4 - 1.

Mayor Espinosa would like the opportunity to review and evaluate all the boards except for the Police and Fire Pension Board.

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.E (DKCRA) Kissimmee Main Street Funding Agreement for FY 2025-2026

Approval of the Kissimmee Main Street Funding Agreement (Contract #20240495) for Fiscal Year 2025-2026.

CRA Manager Samia Singleton reviewed the agreement explaining the approval was for the CRA portion of the funding agreement.

Board Member Alvarez made a motion to approve the funding agreement as presented. Board Member Martinez seconded the motion.

Motion carried 5 - 0.

8.F (DKCRA) Osceola Arts Mural Installation Agreement

Approval of a new agreement between the Downtown Kissimmee Community Redevelopment Agency (DKCRA) and Osceola Arts, Inc. to implement a public mural installation program for Fiscal Year 2025–2026, Contract # 20250375.

CRA Manager Samia Singleton, introduced Bryan Camacho from Osceola Arts who briefly discussed the mural program.

Board Member Martinez made a motion to approve the agreement as presented. Board Member Eady seconded the motion.

Motion carried 5 - 0.

8.G (VSCRA) Osceola Arts Mural Installation Agreement

Approval of a new agreement between the Vine Street Community Redevelopment Agency (VSCRA) and Osceola Arts, Inc. to implement a public mural installation program for Fiscal Year 2025–2026, Contract #20250376.

Board Member Eady made a motion to approve the agreement as presented. Board Member Martinez seconded the motion.

Motion carried 5 - 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

Commission and CRA Board consensus to reassess all funding agreements presented tonight and make any necessary amendments in the future.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the commission that the small business relief grant portal opens September 17, 2025.

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Ortiz emphasized the importance of commissioners ensuring their financial responsibilities, which includes reviewing salaries. Commissioner Alvarez congratulated

the nominees who received awards at tonight's Hispanic Heritage Celebration. Mayor Espinosa suggested that weekly KPD's statistic reviews be shared with PAB members.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 7:36 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

AMERICA'S SBDC FLORIDA

Hosted by UNIVERSITY OF CENTRAL FLORIDA

Helping Businesses Grow & Succeed

Florida SBDC at UCF - Osceola County

1425 E. Vine Street

Kissimmee, Fl. 34744

407.847.2452

www.sbdcorlando.com/osceolacounty

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- ✓ 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.]

What to Expect

from your Appointment with the Florida SBDC at UCF

Florida SBDC at UCF/Osceola County
1425 E. Vine St, Kissimmee, FL.34744
407.847.2452 | www.sbdcorlando.com

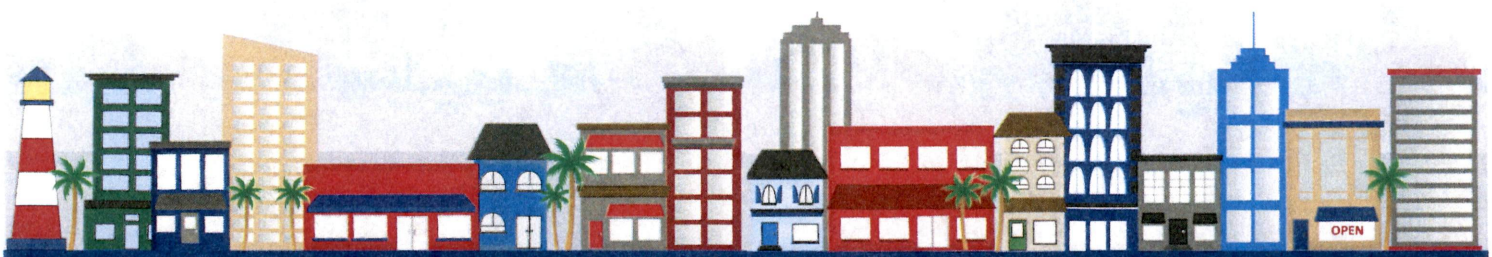
What you can expect from your FSBDC consultant:

- To be treated with respect – for your time by being on time and being prepared.
- To be treated professionally – beginning with listening and including offering suggestions and information.
- To keep all information confidential.
- Never to engage in any behavior that could be perceived as a conflict of interest.
- To follow-up as offered and/or requested.



What your FSBDC consultant expects from you, the client:

- To complete the Request for Consulting form.
- To be treated with respect – for their time by being on time, being prepared and cancelling any appointment you cannot keep at least 24 hours in advance.
- To complete any assignments prior to the next appointment.
- To understand that the consultant provides information and advice and can walk you through how to complete a number of tasks, i.e., writing a business plan, forming an LLC, understanding financials, bidding on a government contract, etc. The consultant **cannot** write the business plan, form the LLC, prepare financials, write the bid, etc.
- After the initial appointment, complete the initial session survey.
- Provide feedback and report any economic impact achieved with SBDC assistance i.e., capital, government contracts, new business starts, job growth, etc. on the FSBDCN annual survey and/or on the verification and attribution form.



Helping Businesses Grow & Succeed

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

The Florida SBDC 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, Department 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.

Florida SBDC at UCF - Osceola County

Business Seminars

Helping Businesses Grow & Succeed

Capability Statement Workshop

hosted in partnership with the Florida APEX Accelerator at UCF

September 2025

What is a Capability Statement?

A capability statement is a concise, one-page marketing document that introduces your business to government agencies and other government contractors. It's a critical tool for contractors looking to work in the world of government contracts.

Why Should You Attend?

- Learn how to craft or improve a strong capability statement that meets government and prime contractor expectations.
- Already have a capability statement? Bring a printed copy with you! Our team will help you refine, polish, and strengthen it during the session.

Whether you're new to government contracting or looking to elevate your approach, this workshop is a valuable opportunity to master one of the most essential marketing tools in the government space.

When: Wednesday, September 24th, 2025 from 10am to 12pm

Where: UCF Business Incubator - Kissimmee
400 W. Emmett Street, Kissimmee, Fl. 34741

Telephone: 407-847-2452

Cost: No Cost

Online Registration: https://bit.ly/4orUpBQ

Parents Note: We ask you please not to bring children to the workshops or Information sessions who can be a distraction to others. Your cooperation can help us serve you more effectively.

Florida SBDC at UCF - Osceola County
1425 East Vine Street
Kissimmee, FL 34744
407.847.2452
www.sbdcorlando.com/osceolacounty

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

Dates and times are subject to change

The FSBDC at UCF - Osceola County 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, Department 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. Reasonable accommodations for persons with disabilities and/or limited English proficiency will be made if requested at least two weeks in advance. To request accommodation or language assistance, please contact the FSBDC at 407.847.2452.

GROWTH XChange

Growing Businesses to the Next Level

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.

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

AMERICA'S SBDC FLORIDA

Hosted by

UNIVERSITY OF CENTRAL FLORIDA

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Helping Businesses Grow & Succeed

GROWTH XChange

Connecting Executives...Cultivating Leaders

2025 Schedule

Rountable Discussions

The GROWTH XChange program will meet every month starting January 7, 2025 until November 3, 2025.

January 7	7:30 – 10:00 am
February 4	7:30 – 10:00 am
March 4	7:30 – 10:00 am
April 1	7:30 – 10:00 am
May 6	7:30 – 10:00 am
June 3	7:30 – 10:00 am
July 1	7:30 – 10:00 am
August 5	7:30 – 10:00 am
September 2	7:30 – 10:00 am
October 7	7:30 – 10:00 am
November 4	7:30 – 10:00 am

Meeting Location & Details

The 2025 GROWTH XChange program will meet at The Osceola Chamber for our scheduled roundtable discussions. Continental breakfast is included with each meeting.

The Osceola Chamber
1425 E. Vine Street
Kissimmee, FL. 34744

FOR MORE INFORMATION CONTACT:

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

Benefits & Services

GROWTH XChange was designed to provide top executives and business owners with the relationships, tools, training, ideas and guidance to succeed.

In addition to the roundtable discussion events, participants receive the following benefits:

- ★ One-on-one consulting and active communication by a Certified Business Consultant throughout the year.
- ★ Invitation to all FSBDC at UCF events, workshops and seminars.
- ★ Invitation to all FSBDC business networking events.
- ★ Information resources, financial analysis, industry research, etc.

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→ www.sbdcorlando.com/osceolacounty

Another FSBDC at UCF Client Success Story

Sunbeam Mental Care

Entrepreneurs and small business owners often encounter a formidable sense of isolation that can stem from starting and leading a company. Whether as a start-up or while navigating through difficult times, too many try to handle everything alone thinking that they have no other choice if they are to realize their dreams and build the business they envision. For Stephanie Cruz, founder and owner of Sunbeam Mental Care, challenges were mounting in her behavior health, counseling, and consulting company but she found the guidance and support that she needed at the Florida Small Business Development Center at the University of Central Florida (FSBDC at UCF) office in Osceola County, Fl.



Stephanie Cruz

"When I started the process of getting help through the FSBDC, I had a lot of support through my FSBDC consultant Rafael Pratts. He provided so many resources, so many ideas, so many options about how to do things better. It was really, really helpful and was not just business support but also human support that I needed at that time."

Sunbeam Mental Care distinguishes itself by its unwavering attention to providing a 'sunbeam' of hope in the form of the highest and best possible quality care and service. "We really care about people, and we really care about serving the community," explains Stephanie Cruz, "but most of all we care about focusing on achieving the individual goals of the children, adolescents and adults, as well as couples and families, that we support and treat."

"Originally I sought assistance through the FSBDC because my strengths are all in counseling and therapy," Cruz recalls. "I have a lot of knowledge and training on the clinical side, about how to work with and help clients. But the business side was where I really needed support. I was in a desperate moment about how to do things right for the growth and stability of the business. That's when I reached out to the FSBDC and had the opportunity to participate in their amazing programs."

"When I started the process of getting help through the FSBDC," Cruz shares today, "I had a lot of support through my FSBDC consultant Rafael Pratts. He provided so many resources, so many ideas, so many options about how to do things better. It was really, really helpful and was not just business support but also human support that I needed at that time."

Cruz admits that Sunbeam Mental Care was struggling when she first approached the FSBDC at UCF for its advice and consultation. Pratts assisted in mapping out a strategy for performing a successful turnaround by working with Cruz to develop a business and marketing plan, including methods for managing people, boosting morale, building a budget, and uncovering ways to save money. The results have been powerful; since beginning with the FSBDC, Cruz has hired 12 new employees, won a working capital business grant from the City of St. Cloud, and is growing once again.

The FSBDC's support didn't end there. Cruz currently participates in the FSBDC at UCF Osceola County's GROWTH XChange which presents top executives 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.

"The Growth XChange has been a really, really good experience," affirms Cruz, "learning from other people about their journey and their challenges and how they have been able to overcome them. It gives you the sense that you're not the only one going through the struggles of business ownership. I have to confess that I felt lonely at times as a business owner even though I had a very good team. All of the pressures and all of the responsibility are on you. I'm really grateful that Rafael launched this initiative because the Growth XChange has been so encouraging and has given me the motivation to keep focused and keep building my business."

For information about Sunbeam Mental Care, please visit www.sunbeammc.com.

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AMERICA'S SBDC FLORIDA

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Florida SBDC at UCF
2024 ECONOMIC IMPACT

Our Impact

$564.3M Sales[1] generated by Florida SBDC at UCF

$70.9M Taxes[1] generated by Florida SBDC at UCF

2,855 Jobs[1] impacted by Florida SBDC at UCF

$161.1M Gov't Contracts acquired by Florida SBDC at UCF

$57.2M Capital accessed by Florida SBDC at UCF

142 New Businesses created with assistance from Florida SBDC at UCF

1. Based on the 2023 Economic Impact analysis completed by Dr. Jerry Parrish *Data recent as of April 2025*

Your Small Business Resource

Florida SBDCs help you help your small business constituents.

The Florida SBDC at UCF serves the following counties: Brevard, Flagler, Lake, Orange, Osceola, Seminole, Sumter, and Volusia counties

Florida SBDC at UCF | (407) 420-4850 | sbdcorlando.com

Our Clients

All metrics are reported by clients through our SBDC and APEX programs unless otherwise noted.

2,277	17,811	$129.9M	13,152
Existing & Aspiring Business Owners Consulted	consulting hours delivered	revenue increase	employees supported

AVERAGE U.S. BUSINESS JOB GROWTH → 3.4% AVERAGE SBDC CLIENT JOB GROWTH → 14%

Learn more about our impact statewide, regionally & in your district →

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AMERICA'S SBDC FLORIDA

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Client Spotlight



GenStar Generator Services - Sanford, FL

Lance Metcalfe, founder of Genstar Generator Service, has built a trusted generator installation, maintenance, and repair business in Central Florida since founding it in 2002. Wanting to scale beyond its "Mom & Pop" roots, he sought expert guidance from the Florida SBDC at UCF. With support from their Advisory Board Council program and expert guidance in accounting, finance, sales, and marketing, Genstar refined its business strategy, grew revenue from one to five million, and expanded from 5 to over 20 employees within just a few years. This remarkable growth ultimately positioned Genstar as an attractive acquisition target, allowing Metcalfe to successfully execute his exit strategy.

"We came to the SBDC because we needed to grow. The SBDC helped us grow into a viable company that could serve as a platform for an equity capital company who acquired us and has used Genstar as the base from which to acquire other companies to grow into the largest generator company in Florida." - Lance Metcalfe, Founder

For more information, and to read more stories, please visit www.FloridaSBDC.org

Another FSBDC at UCF Client Success Story

GAVASHA, Inc.

Grisselle Supriana, founder of GAVASHA Inc., knows firsthand the challenges of launching and growing a small business. Even with a strong business model and boundless determination, navigating the early stages of entrepreneurship can be overwhelming. As many have found, it is hard to know exactly what to do first, where to go for help, how to make the right decisions, or even what the right decisions are.

That's why Supriana turned to the Florida Small Business Development Center at the University of Central Florida (FSBDC at UCF). For her and her facilities management company, it was the right move at the right time. Becoming a client of the FSBDC—and taking advantage of their no-cost consulting and specialty programs—was the right first step, one that she'll tell you has paid off for her handsomely.



GRISSELLE SUPRIANA

"The changes we've seen since we started working with the FSBDC and Rafael's consultation support has been that our business has grown about 400–500 percent. And it's just getting better. I am so grateful and I'm seeing that the more time I am with the SBDC, using their programs and services, the more we are going to be able to grow and go further."

Founded in 2012, GAVASHA Facilities Management Services provides commercial and residential cleaning, janitorial, maintenance, handyman, and landscaping services. The company prides itself on delivering high-quality service with a personal touch. "We are the perfect touch for all the spaces you trust," Supriana explains. "Hiring GAVASHA takes the stress out. Our main goal is to make our clients' life easier, and to ensure we bring beautification and calmness to our clients, and make their property into an oasis when they get home or into their office."

Although GAVASHA quickly achieved early success, Supriana recognized the need for guidance as the business began to scale. "As we started really growing, I felt overwhelmed, and I found refuge in the FSBDC," she recalls. "They actually oriented me and guided me through the growth process. It's been a great help. Their services have been excellent for our company's growth and also great for my peace of mind."

Working with Rafael E.M. Pratts, area manager at the FSBDC's Osceola County Office, Supriana received one-on-one consulting tailored to her business needs. She also joined the FSBDC's Growth XChange, an executive roundtable program that brings together business owners to share insights, solve challenges, and support one another in a confidential setting.

"Being a business owner is very lonely at the top," Supriana affirms. "With the Growth XChange, you have other business owners there and they can relate to what you're going through. It's a support system where we throw out ideas that will help the other business owners and yourself. We're kind of a team in that sense, all looking to help each other."

The results have been remarkable. "The changes we've seen since we started working with the FSBDC and Rafael's consultation support has been that our business has grown about 400–500 percent," Supriana says. "And it's just getting better. I am so grateful and I'm seeing that the more time I am with the SBDC, using their programs and services, the more we are going to be able to grow and go further."

For information about GAVASHA Facilities Management Services, please visit https://gavasha.com/.

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GAVASHA

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- Carpet cleaning
- Grout cleaning
- Pressure Washing
- Pool service
- Painting
- Handyman Services & more...

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GAVASHA.com



Commercial and Residential Services

MEETING MINUTES
SESSION OF THE COMMISSION WORKSHOP (SIGN CODE & PAB)
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
MONDAY, SEPTEMBER 22, 2025, AT 2:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Carlos Alvarez, III (Arrived at 2:02 p.m.), Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Austin Blake, City Clerk Tameara Crespo
Members Absent: Commissioner Angela Eady, Deputy City Manager Desiree Matthews

Mayor Espinosa called the meeting to order at 2:00 PM.

2. WORKSHOP BUSINESS

2.A Workshop to update the City Commission and Planning Advisory Board on changes to the Sign Code

Discussion about updates to the Sign Code.

Senior Planner Ashley Cornelison introduced city consultant Patricia Tyjeski from Inspire Placemaking Collective and reviewed the PowerPoint presentation attached to the agenda. During the presentation, both staff and the commissioners engaged in an open discussion regarding the proposed changes. Key discussion topics included temporary signage modifications such as banners, feather flags, cold air inflatables, and portable ("A-frame") signs in residential areas, as well as bus benches and window wraps. A recommendation was made to reduce the display duration for changeable signs from 15 seconds to 10 seconds.

Planning Advisory Board member Alex Alemi provided comments and feedback on the proposed code amendments, specifically highlighting considerations around pedestrian-focused versus vehicle-oriented signage and the intended audience for the changes. All feedback gathered during the discussion will be incorporated into the final draft of the proposed changes, which will be presented at upcoming public hearings before the Planning Advisory Board and City Commission.

3. GENERAL DISCUSSION

4. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 2:47 PM.

_____
MAYOR-COMMISSIONER

ATTEST:

_____
CITY CLERK

ITEM 7.B
Adoption by Resolution of the Building Permit Fees

Request

Requesting approval of the updated Building Permit Fee Resolution.

Explanation

In 2015, Matrix Consulting Group completed the first Cost of Services – Fee Study and subsequently the City Commission approved these fees.

With a continuing effort to enhance our customer service relations and to update our fee structure, Matrix Consulting Group was hired this past year to conduct a study of our fees.The goals of the study included the following four factors:

1. Services being provided at no cost be added to the fee ordinance based on actual cost to perform the activity;
2. The current level of service be maintained and increased where feasible;
3. The cost recovery for the Building Division should be 100 percent, charging the actual cost of performing any activity; and
4. Fees should be adjusted annually based on the Consumer Price Index (CPI); insuring revenues keep pace with costs.

The Building Division, which also includes Fire Prevention financially operates almost exclusively from the Building Fund. Approximately three percent of the funds for operations come from administrative fees paid to the Building Division for Business Tax Receipts and certain impact fee processing. The Building Fund receives no other funding from the City. Except for the annual CPI changes, the current fee structure has not been updated since 2015.

Based on the directive goals listed above, the following changes are proposed:

- The fees below represent new fees or fees that were either reduced or increased to match the actual cost incurred by the City to perform said duties;
- Switched from a standard flat fee to a valuation-based fee, which is the standard across the industry;
- Changed the way fees are applied and updated out-of-date language;
- Added a refund procedure;
- Pricing will be rounded to the nearest dollar; and
- In some instances, the fees have been updated to reflect the CPI increase that has occurred over the years. All other fees remain the same.

For a breakdown of these fees, identifying the proposed changes and those fees that will remain the same, please refer to the attached tables.
In 2019 due to their inherent job functions by conducting fire plan review and performing fire related inspections, Fire Prevention services were absorbed into the Building Division. Since then, Fire Prevention activities have been performing various functions without fees. In many instances, similar standards within the miscellaneous and Mechanical, Electrical, and Plumbing (MEP) trade permit fees were applied within the Fire Prevention fee structure. As a result, the following proposed fees represent the true cost of each activity performed by Fire Prevention services.

A refund section was also added to assist with applicants who desire to withdraw their request. These refund standards would apply to permits, business tax receipt, and contractor registration fees issued by the Building Division.

When comparing building permit fees to St. Cloud and Osceola County government, many factors play into why they have different amounts. These factors include but are not limited to the following:

- differences in processes,
- large staffing levels,
- dissimilar economies of scale of scale,
- availability of land,
- greater development opportunities,
- perform greater number of permits,
- reserves are vastly greater, limiting the amount the municipality can retain, subsequently reducing their fees as to stay within the allowed state reserve limits.

For a list of the most common fees outing a comparison between the City's proposed fees and Osceola County and St. Cloud's current fees, please refer to the attached tables. The proposed resolution identifying of the fees are attached to this agenda item.

Recommendation

City Commission approve the resolution adopting the updated Building Permit Fees.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):
1. (S) Building Permit Fee Resolution
2. Building Fee Tables

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, ESTABLISHING FEES FOR BUILDING, MECHANICAL, PLUMBING AND ELECTRICAL PERMITS; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee Commission established a schedule of fees for various permits required to develop, redevelop and improve property in 1995 by enacting Ordinance 2072; and

WHEREAS, the City of Kissimmee Commission thereafter amended the fee schedule by enacting Ordinance #2403, Ordinance #2422, Ordinance #2918 and Ordinance #2943; and

WHEREAS, in 2024, the City of Kissimmee Commission authorized the Matrix Consulting Group to assess and analyze the current fee schedule associated with Building, Mechanical, Plumbing and Electrical Permits; and

WHEREAS, in 2025, the City of Kissimmee Commission reviewed the findings of the Matrix Consulting Group concluding that the current permitting fees do not reflect the actual costs associated with reviewing, issuing, processing and closing-out Building, Mechanical, Plumbing and Electrical Permits and therefore should be modified; and

WHEREAS, the City of Kissimmee Commission agrees with those findings and recommendations; and

WHEREAS, the City of Kissimmee Commission deleting the schedule of permit fees in enacting Ordinance #3124 from the City Code of Ordinances; and

WHEREAS, the City of Kissimmee Commission now seeks to establish those fees as further set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA:

SECTION 1. That the recitals set forth above are true and correct and are incorporated in this Resolution.

SECTION 2. That the City Commission of the City of Kissimmee, hereby resolves to adopt the following Fee Schedule for Building, Mechanical, Plumbing and Electrical Permits, attached hereto as Exhibit “A.”

SECTION 3. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

SECTION 5. This Resolution shall become effective on November 1, 2025.

ADOPTED THIS _7th__ DAY OF _October__, 2025.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM
AND CORRECTNESS

City Attorney

EXHIBIT A

Section 1. Commercial Permit Fees

There shall be one main building permit issued for the commercial structure, with all fees inclusive and paid under the main building permit by the general contractor. All subcontractors performing work in the general mechanical, electrical, and plumbing trades on the project shall apply for their respective trade permits as a sub-record to the main permit, and no additional fees shall be incurred for these permits. Any scope of work outside the general trade work shall require a separate permit, and fees shall be assessed accordingly. The general contractor shall immediately notify the department of any changes in subcontractors. All commercial permit fees shall be based on the construction valuation, including labor costs, and shall be inclusive of plan review fees and initial inspection fees. These fees shall be paid as required at the time of filing the permit application, in accordance with the schedule outlined below:

Project Valuation	**Building Permit**	**Plan Review**	**Base Fee**
$1.00 to $1,000.00	$33.68	$26.12	$59.80
$1,001.00 to $50,000.00			
First $1,000.00	$33.68	$26.12	$59.80
Each additional $1,000.00 or fraction thereof	$18.56	$14.39	$32.95
$50,001.00 to $100,000.00			
First $50,000.00	$942.99	$731.34	$1,674.32
Each additional $1,000.00 or fraction thereof	$9.43	$7.31	$16.74
$100,001.00 to $250,000.00			
First $100,000.00	$1,414.48	$1,097.01	$2,511.49
Each additional $1,000.00 or fraction thereof	$6.06	$4.70	$10.76
$250,001.00 to $500,000.00			
First $250,000.00	$2,323.78	$1,802.23	$4,126.01
Each additional $1,000.00 or fraction thereof	$9.30	$7.21	$16.50
$500,001.00 to $1,000,000.00			
First $500,000.00	$4,647.57	$3,604.45	$8,252.02
Each additional $1,000.00 or fraction thereof	$6.47	$5.22	$11.96
$1,000,001.00 and over			
First $100,000.00	$8,015.37	$6,216.38	$14,231.75

Each additional $1,000.00 or fraction thereof	$3.37	$2.61	$5.98

Section 2. Multifamily Permit Fees

There shall be one main building permit issued for the multi-family structure, with all fees inclusive and paid under the main building permit by the general contractor. All subcontractors performing work in the general mechanical, electrical, and plumbing trades on the project shall apply for their respective trade permits as a sub-record to the main permit, and no additional fees shall be incurred for these permits. Any scope of work outside the general trade work shall require a separate permit, and fees shall be assessed accordingly. The general contractor shall immediately notify the department of any changes in subcontractors. All commercial permit fees shall be based on the construction valuation, including labor costs, and shall be inclusive of plan review fees and initial inspection fees. These fees shall be paid as required at the time of filing the permit application, in accordance with the schedule outlined below:

Project Valuation	**Building Permit**	**Plan Review**	**Base Fee**
$1.00 to $1,000.00	$33.68	$26.12	$59.80
$1,001.00 to $50,000.00			
First $1,000.00	$33.68	$26.12	$59.80
Each additional $1,000.00 or fraction thereof	$18.56	$14.39	$32.95
$50,001.00 to $100,000.00			
First $50,000.00	$942.99	$731.34	$1,674.32
Each additional $1,000.00 or fraction thereof	$9.43	$7.31	$16.74
$100,001.00 to $250,000.00			
First $100,000.00	$1,414.48	$1,097.01	$2,511.49
Each additional $1,000.00 or fraction thereof	$6.06	$4.70	$10.76
$250,001.00 to $500,000.00			
First $250,000.00	$2,323.78	$1,802.23	$4,126.01
Each additional $1,000.00 or fraction thereof	$9.30	$7.21	$16.50
$500,001.00 to $1,000,000.00			
First $500,000.00	$4,647.57	$3,604.45	$8,252.02
Each additional $1,000.00 or fraction thereof	$6.47	$5.22	$11.96

$1,000,001.00 and over			
First $100,000.00	$8,015.37	$6,216.38	$14,231.75
Each additional $1,000.00 or fraction thereof	$3.37	$2.61	$5.98

Section 3. Miscellaneous Permit Fees.

Where the work includes only structural or architectural elements and does not involve mechanical, electrical, or plumbing trades, the contractor shall be responsible for obtaining the required permit and shall immediately notify the department of any changes. Miscellaneous permit fees shall be inclusive of plan review fees, the initial inspection fee, and shall be paid as required at the time of filing the permit application, in accordance with the following schedules:

(1) *General construction fee.* Unless specifically listed in subsection (2) of this section, the following fees are based on construction value:

Project Valuation	**Building Permit**	**Plan Review**	**Base Fee**
$1.00 to $1,000.00	$33.68	$17.41	$51.09
$1,001.00 to $50,000.00			
First $1,000.00	$33.68	$17.41	$51.09
Each additional $1,000.00 or fraction thereof	$18.56	$9.59	$28.15
$50,001.00 to $100,000.00			
First $50,000.00	$942.99	$487.56	$1,430.54
Each additional $1,000.00 or fraction thereof	$9.43	$4.88	$14.31
$100,001.00 to $250,000.00			
First $100,000.00	$1,414.48	$731.34	$2,145.82
Each additional $1,000.00 or fraction thereof	$6.06	$3.13	$9.20
$250,001.00 to $500,000.00			
First $250,000.00	$2,323.78	$1,201.48	$3,525.27
Each additional $1,000.00 or fraction thereof	$9.30	$4.81	$14.10
$500,001.00 to $1,000,000.00			
First $500,000.00	$4,647.57	$2,402.97	$7,050.54
Each additional $1,000.00 or fraction thereof	$6.47	$3.48	$10.22

$1,000,001.00 and over			
First $100,000.00	$8,015.37	$4,144.25	$12,159.63
Each additional $1,000.00 or fraction thereof	$3.37	$1.74	$5.11

(2) *Other miscellaneous type fees.* The following fees shall include, but are not limited to, the building permit, plan review fees, and initial inspection fees:

Accessory Structure	
0 to 250 square feet	$60.00
251 square feet and above	Based on valuation. See subsection (1) of this section
Aluminum structure including slab and footing	$60.00
Burn	$9.00
Change of Occupancy	$210.00
Construction/Sales office trailer	$159.00
Demolition	
0 to 5,000 square feet	$68.00
Each additional 1,000 square feet and above	$12.00
Early start	$41.00
Fence or wall	
0 to 200 lineal feet in length	$58.00
201 lineal feet and longer in length	Based on valuation. See subsection (1) of this section
Land clearing	$13.00
Moving a building or structure	$124.00
Pool demolition	$132.00
Pool resurfacing	$167.00
Printed copy of certificate of occupancy/temporary certificate of occupancy	$44.00
Renewal of a temporary certificate of occupancy	$25.00
Screen room enclosure	$71.00
Shed	$105.00
State of Florida required 30-year building recertification	$350
Temporary construction pole	$68.00
Temporary signs	
Cold air balloon	$59.00
All other types	$30.00
Tent	$52.00

Tower	$138.00
Tree	$13.00
Use permit/certificate of occupancy	$175.00

Section 4. Single Family Residence Permit Fees.

There shall be one main building permit issued for the single-family structure, with all fees inclusive and paid under the main building permit by the general contractor. All subcontractors performing work in the general mechanical, electrical, and plumbing trades on the project shall apply for their respective trade permits as a sub-record to the main permit, and no additional fees shall be incurred for these permits. Any scope of work outside the general trade work shall require a separate permit, and fees shall be assessed accordingly. The general contractor shall immediately notify the department of any changes in subcontractors. All single-family permit fees shall be based on square footage and shall be inclusive of plan review fees and initial inspection fees. These fees shall be paid as required at the time of filing the permit application, in accordance with the schedule outlined below:

Project Valuation	**Building Permit**	**Plan Review**	**Base Fee**
0 to 1,599 square feet	$1,414.48	$731.34	$2,145.82
1,600 to 1,999 square feet			
First 1,599 square feet	$1,414.48	$731.34	$2,145.82
Each additional 100 square feet or fraction thereof	$8.42	$4.35	$12.77
2,000 to 2,999 square feet			
First 1,999 square feet	$1,448.16	$748.75	$2,196.91
Each additional 100 square feet or fraction thereof	$10.10	$4.22	$15.33
3,000 to 3,999 square feet			
First 2,999 square feet	$1,549.19	$800.99	$2,350.18
Each additional 100 square feet or fraction thereof	$5.05	$2.61	$7.66
4,000 square feet or greater			
First 3,999 square feet	$1,603.07	$828.85	$2,431.93
Each additional 100 square feet or fraction thereof	$3.37	$1.74	$5.11

Section 5. Mechanical Permits.

On all mechanical work requiring a permit, as set forth by the state building code, fees shall be paid as required at the time of filing applications, in accordance with the following schedule:

(1) *Single Family Residential*. Flat rate fee shall be $126.00.

(2) *Commercial*. Fee shall be based on valuation table:

Project Valuation	Fee
$0 to $500	$126.00
$501 to $2,000	
First $1,000	$126.00
Each Additional $1,000 or fraction thereof	$37.00
$2,001 to $5,000	
First $2,000	$182.00
Each Additional $1,000 or fraction thereof	$6.00
$5,001 to $7,500	
First $5,000	$200.00
Each Additional $1,000 or fraction thereof	$8.00
$7,501 to $10,000	
First $7,500	$219.00
Each Additional $1,000 or fraction thereof	$22.00
$10,001 to $15,000	
First $10,000	$275.00
Each Additional $1,000 or fraction thereof	$11.00
$15,000 and more	
First $15,000	$331.00
Each Additional $1,000 or fraction thereof	$6.00

Section 6. Plumbing Permits.

On all plumbing work requiring a permit, as set forth by the state building code, fees shall be paid as required at the time of filing applications, in accordance with the following schedule:

Minimum permit issuance	$19.00
Backflow protective devices	$25.00
Gas installation	
1 to 4 outlets	$25.00
Each additional outlet	$12.00
Hose bibs	$25.00
Landscape irrigation sprinkler system	
0 to 5 heads	$4.50
Each additional head	$0.40
Plumbing fixture (each)	$25.00

Sewer drain line installation and/or repair	$25.00
Vacuum breakers	$25.00
Water piping installation and/or repair	$25.00
Any other type not specifically listed above	$25.00
Single Family Residential	$126.00
Commercial Building Fees. Based on valuation.	
$0 to $500	$126.00
$501 to $2,000	
First $1,000	$226.00
Each Additional $1,000 or fraction thereof	$37.00
$2,001 to $5,000	
First $2,000	$182.00
Each Additional $1,000 or fraction thereof	$6.00
$5,001 to $7,500	
First $5,000	$200.00
Each Additional $1,000 or fraction thereof	$8.00
$7,501 to $10,000	
First $7,500	$219.00
Each Additional $1,000 or fraction thereof	$22.00
$10,001 to $15,000	
First $10,000	$275.00
Each Additional $1,000 or fraction thereof	$11.00
$15,000 and more	
First $15,000	$331.00
Each Additional $1,000 or fraction thereof	$6.00

Section 7. Electrical Permits.

On all electrical work requiring a permit, as set forth by the state building code, fees shall be paid as required at the time of filing applications, in accordance with the following schedule:

Minimum permit issuance	$19.00
Cooktop (each)	$25.00
Elevator (each)	$25.00
Exhaust fan (each)	$25.00
Floodlights (each)	$25.00
Grocers refrigerated display case (each)	$25.00
Heating and heating appliances	
Up to 1 kw	$25.00
1 to 5 kw	$25.00
5 to 10 kw	$25.00
10 to 15 kw	$25.00
15 to 25 kw	$25.00

Over 25 Kw	$25.00
Low volt	$35.00
Motor generators	
Up to 1 hp	$25.00
1 to 3 hp	$25.00
3 to 5 hp	$25.00
5 to 10 hp	$25.00
10 to 25 hp	$25.00
Over 25 hp	$25.00
Neon transformer/tubing	
First transformer	$25.00
Each additional transformer	$12.00
Outlet and electrical fixture (each)	$0.30
Power transformers (each	$25.00
Range/oven (each	$25.00
Sign	
Sign (each)	$25.00
Sign outlet (per circuit)	$25.00
Subpanel (each)	$25.00
Submeter (each)	$25.00
Temporary service (each)	$25.00
Time clock (each)	$25.00
Washer, dryer, and disposal (each)	$25.00
Water heater (each)	$25.00
Welder	
Up to 50 amps	$25.00
Over 50 amps	$25.00
Window HVAC outlet (each)	$25.00
X-ray machine and dental unit (each)	$25.00
Any other type not specifically listed above	$25.00
Single Family Residential	$126.00
Commercial Building Fees. Based on valuation.	
$0 to $500	$126.00
$501 to $2,000	
First $1,000	$226.00
Each Additional $1,000 or fraction thereof	$37.00
$2,001 to $5,000	
First $2,000	$182.00
Each Additional $1,000 or fraction thereof	$6.00
$5,001 to $7,500	
First $5,000	$200.00
Each Additional $1,000 or fraction thereof	$8.00

$7,501 to $10,000	
First $7,500	$219.00
Each Additional $1,000 or fraction thereof	$22.00
$10,001 to $15,000	
First $10,000	$275.00
Each Additional $1,000 or fraction thereof	$11.00
$15,000 and more	
First $15,000	$331.00
Each Additional $1,000 or fraction thereof	$6.00

Section 8. Fire Permits.

For all trade work requiring a permit, as specified by the state building and fire codes, fees shall be paid at the time of filing applications, in accordance with the following schedule:

Type	Fee
Commercial Electrical Low Voltage	$142.00
Commercial Electrical High Voltage	$178.00
Commercial Electrical	$106.00
Commercial Mechanical Hood System	$213.00
Commercial Mechanical Chiller / Refrigeration System	$106.00
Commercial Gas	$178.00
Inspection	
Annual / Maintenance – applied after the first year	
0 to 2,000 sq.ft.	$84.00
2,001 to 10,000 sq.ft.	$155.00
10,001 to 100,000 sq.ft.	$368.00
100,001 to 500,000 sq.ft.	$511.00
500,001 sq.ft. and more	$653.00
Re-inspection	$84.00
Utility	$84.00
Special Event	
Inspection	
4 hours minimum	$297.00
Each additional hour	$84.00
Fire standby / watch per hour, per inspector	$92.00

Section 9. Inspections

(a) It shall be the responsibility of the contractor to schedule an inspection upon completion of the relevant permit type and obtain city approval. Failure to schedule or the omission of required inspection shall incur a fee of $331.00 for each missed inspection, per inspection type, per visit.

(b) Inspections must be requested no later than 2:00 p.m. on the business day preceding the requested inspection. Any inspection request received after 2:00 p.m. will be requested after the following business day.

(c) Cancellation of an inspection request; received after 4:00 p.m. on the business day proceeding the scheduled inspection shall incur a fee of $80.00 for a reinspection.

(d) Inspections requested outside of standard inspection hours, defined as 7:00 a.m. to 4:00 p.m., Monday- Friday, excluding City recognized holidays, may be scheduled for a fee of $235.00 per inspector for the first two hours, where applicable and based on inspector availability. Following the initial two-hour period, a fee of $118.00 per inspector shall be charged for each additional hour increment.

(e) Re-inspections required, due to the rejection of work by the inspector, shall incur a fee of $80.00 per inspection type, per visit.

(f) Any inspection conducted on a holiday, shall be $366.00 for the first two hours. $184.00 for every hour thereafter.

(g) A cancellation fee of $70.00 per hour shall be applied to all scheduled inspections anticipated to require four (4) or more hours to complete.

(h) The fee for a Temporary Use Permit or Temporary Certification of Occupancy inspection fee shall be $210.00.

(i) All fees imposed against a permit, under this section, shall be paid to the city in full prior to rescheduling any further inspections.

Section 10. Valuation of Construction.

Valuation shall be determined using the most recent building valuation data published by the International Code Council (ICC) or another nationally recognized model code agency, as approved by the city.

Section 11. Failure to Obtain a Permit.

If any person commences any work on an installation before obtaining the necessary permit, a $120.00 fine will be charged, and the permit fee will be doubled.

Section 12. Plan Revisions.

(a) Submittal of plan revisions must be made after permit issuance and shall incur a fee of $16 per page for each submitted revision.

(b) and each subsequent submittal prior to permit issuance, the full amount of the original permitting fee must be paid prior to the assignment of the review. Submittals made after permit issuance shall follow the provisions outlined in Section 9-122(a).

Section 13. Duplicate Permits.

Any person requesting a duplicate permit shall be charged $9.00.

Section 14. Permit Extensions.

An extension of a building permit, or the re-instatement of an expired permit shall incur a fee of $43.00.

Section 15. Annual Increase.

Fees shall increase annually on October 1, in accordance with the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, percentage change from the previous year as determined by the U.S. Department of Bureau of Labor Statistics (BLS). Pricing shall be rounded to the nearest dollar.

Section 16. Technology Fee.

Due to the need for specialized equipment, vehicles, software and the like, a technology fee of three percent (3%) shall be applied to all applicable fees.

Section 17. Refunds.

The following establishes refund standards for permits, business tax receipt, and contractor registration fees issued by the City of Kissimmee Building Division.

(a) Fees are typically non-refundable, except for permit fees. Refund requests will be considered if submitted within 30 days of the permit issuance date, if construction has not commenced, and no inspections have been conducted by the Building Division.
(b) A minimum of 25% of the original permit fee or $100.00, whichever is greater, will be retained by the Building Division. State surcharge fees and payment processing fees are non-refundable.
(c) Refundable fees cannot be transferred to a new or any other permit of record. Refund will be issued to the credit card used in the original transaction or check. Please allow 2-4 weeks for processing after the refund request has been approved.
(d) A permit of less than $100.00 will not be refunded.

To be eligible for a refund, requests must include the following documents and meet the prescribed conditions:

(a) *Completed Refund Request Form:* Submission of a fully complete "Refund Request" form, which must be signed by the Property Owner, or the Contractor, and notarized.
(b) *Time Frame for Request:* Refund requests must be submitted no later than 30 days after the date of issuance.
(c) *Commencement of Work:* Work must not have commenced under the authority of the permit.
(d) *Permit Status:* The permit must not have been revoked.

Refunds will not be granted if any of the following conditions apply:

(a) The permit has been issued (exception: for mechanical, electrical, or plumbing permits with a separate fee charged for permit issuance and inspection, in which an inspection has not been performed.)
(b) The permit has expired.
(c) The permit has been revoked b the Building Official or canceled by court order.
(d) Contractor registration has been issued.
(e) Business tax receipts paid to the City of Kissimmee are non-refundable.

Building Fees proposed to change:

Type	Proposed Fee	Existing Fee
Miscellaneous		
Change of Occupancy	$210.00	$0
Pool Demolition	$132.00	$0
Pool Resurfacing	$167.00	$0
Printed copy of certificate of occupancy / temporary certificate of occupancy	$44.00	$0
Renewal of a temporary certificate of occupancy	$25.00	$0
State of Florida 30 Year Building Recertification	$350.00	$0
Inspection		
After hour	$235.00 first 2 hours per inspector. $118.00 for each additional hour, per inspector	$200.00
Cancellation	$70.00 per inspector per hour after first 4 hours	$0
Holiday Cancellation	$366.00 first 2 hours, $184.00 every hour afterwards	$0
Temporary Use Permit or Certificate of Occupancy	$210.00	$0
Plan Revision	$16.00 per page	$76.00
Plan Submittal – Upon a 4th and each subsequent submittal	Original submittal fee	$0
Permit Extension	$43.00	$42.00
Technology	3%	$0
Mechanical, Plumbing & Electrical Permits		

Commercial – New Construction (*Valuation*)		
$0 - $500	$126.00	$0
$501 - $2,000	$126.00	$0
First $1,000	$126.00	$0
Each Additional $1,000 or fraction thereof	$37.00	$0
$2,001 - $5,000		
First $2,000	$182.00	$0
Each Additional $1,000 or fraction thereof	$6.00	$0
$5,001 - $7,500		
First $5,000	$200.00	$0
Each Additional $1,000 or fraction thereof	$8.00	$0
$7,501 - $10,000		
First $7,500	$219.00	$0
Each Additional $1,000 or fraction thereof	$22.00	$0
$10,001 - $15,000		
First $10,000	$275.00	$0
Each Additional $1,000 or fraction thereof	$11.00	$0
$15,001 plus		
First $15,000	$331.00	$0
Each Additional $1,000 or fraction thereof	$6.00	$0
Single Family – New Construction	$126.00	$0

Building Fees that will remain the same and no changes are proposed:

Type	Fee
Commercial Permits	Based on Value
Multifamily Permits	Based on Value
Miscellaneous Permit	
General Construction	Based on Value
Accessory Structure	Flat Fee
Aluminum Structure	Flat Fee
Burn	Flat Fee
Construction/Sales Office Trailer	Flat Fee
Demolition	Flat Fee
Early Start	Flat Fee
Fence/Wall	Flat Fee
Land Clearing	Flat Fee
Moving a Building	Flat Fee
Screen Room Enclosure	Flat Fee
Shed	Flat Fee
Temporary Construction Pole	Flat Fee
Temporary Signs	Flat Fee
Tent	Flat Fee

Tower	Flat Fee
Use Permit/Certificate of Occupancy	Flat Fee
Single Family Residence Permit	Based on Value
Inspections	Flat Fee
Failure to Obtain a Permit	Flat Fee
Plumbing Permits	
Minimum Permit Issuance	Flat Fee
Backflow Protective Devices	Flat Fee
Gas Installation	Flat Fee
Hose Bibs	Flat Fee
Landscape Irrigation Sprinkler System	Flat Fee
Plumbing Fixture	Flat Fee
Sewer Drain Line and/or Repair	Flat Fee
Vacuum Breakers	Flat Fee
Water Piping Installation and/or Repair	Flat Fee
Any other type not specifically listed	Flat Fee
Electrical Permits	
Minimum Permit Issuance	Flat Fee
Cooktop	Flat Fee

Elevator	Flat Fee
Exhaust Fan	Flat Fee
Floodlight	Flat Fee
Grocers Refrigerator Display Case	Flat Fee
Heating & Appliances	Flat Fee
Low Volt	Flat Fee
Motor or Generators	Flat Fee
Neon Transformer/Tubing	Flat Fee
Outlet & Electrical Fixture	Flat Fee
Power Transformer	Flat Fee
Range/Oven	Flat Fee
Service Amps	Flat Fee
Signs	Flat Fee
Subpanel	Flat Fee
Submeter	Flat Fee
Temporary Service	Flat Fee
Time Clock	Flat Fee
Washer, Dryer, and Disposal	Flat Fee
Water Heater	Flat Fee

Welder	Flat Fee
Window HVAC	Flat Fee
X-Ray Machine and Dental Unit	Flat Fee
Any other type not specifically listed	Flat Fee

Proposed Fire Prevention Fees

Type	Proposed Fee	Existing Fee
Commercial Electrical - Low Voltage	$142.00	$0
Commercial Electrical - High Voltage	$178.00	$0
Commercial Electrical	$106.00	$0
Commercial Mechanical – Hood System	$213.00	$0
Commercial Mechanical – Chiller / Refrigeration System	$106.00	$0
Commercial Gas	$178.00	$0
Inspections		
Special Event Inspection		
First 4 hours	$297.00	$0
Every Additional Hour	$84.00	$0
Fire Standby	$92.00 per person, per inspector	$0
Annual / Maintenance Inspections		
First Year Inspection	$0.00	$0
0 – 2,000 sqft	$84.00	$0
2,001 – 10,000 sqft	$155.00	$0
10,001 – 100,000 sqft	$368.00	$0
100,001 – 500,000 sqft	$511.00	$0

500,001 plus sqft	$653.00	$0
Annual Re-inspection	$84.00	$0
Utility	$84.00	$0

Below are several tables identifying the most common Osceola County and St. Cloud current building permit fees and comparing them to the City's proposed fees:

Commercial Permit Fees (Based on Valuation):

Kissimmee	**Fee**
$1.00 to $1,000	$71.83
$1,001 to $50,000	
First $1,000	$71.83
Each Additional $1,000 or fraction thereof	$39.58
$50,001 to $100,000	
First $50,000	$2,011.28
Each Additional $1,000 or fraction thereof	$20.11
$100,001 to $250,000	
First $100,000	$3,016.92
Each Additional $1,000 or fraction thereof	$12.93
$250,001 to $500,000	
First $250,000	$4,956.36
Each Additional $1,000 or fraction thereof	$19.83
$500,001 to $1,000,000	
First $500,000	$9,912.72
Each Additional $1,000 or fraction thereof	$14.04

$1,000,001 and over	
First $100,000	$17,095.85
Each Additional $1,000 or fraction thereof	$7.18

St. Cloud	**Fee**
$0.01 to $1,000	$47.28
$1,001 to $15,000	
First $1,000	$47.28
Each Additional $1,000 or fraction thereof	$3.42
$15,001 to $25,000	
First $15,000	$95.18
Each Additional $1,000 or fraction thereof	$5.52
$25,001 to $40,000	
First $25,000	$150.24
Each Additional $1,000 or fraction thereof	$5.52
$40,001 to $100,000	
First $40,000	$232.99
Each Additional $1,000 or fraction thereof	$4.72
$100,001 to $500,000	
First $100,000	$516.63

Each Additional $1,000 or fraction thereof	$3.42
$500,001 and over	
First $500,000	$1,882.41
Each Additional $1,000 or fraction thereof	$3.15

Osceola County	**Fee**
Up to $5,000.00	$85.00
$5,000.00 and over	
First $1,000	$150.00
Each Additional $5,000 or fraction thereof	$3.25
Maximum Permit Fee of $300,00.00	

Sample Commercial Permit Fee by Jurisdictions:

Valuation Amount	**Kissimmee Fee**	**St. Cloud Fee**	**Osceola County Fee**
$10,250.00	$437.96	$78.82	$167.06
$129,600.00	$3,399.51	$727.63	$554.95
$498,000.00	$9,874.84	$1,877.79	$1,752.25
$1,250,000.00	$25,356.83	$4,244.91	$4,196.25

Single Family Permit Fees (Based on Valuation):

Kissimmee	Fee
0 to 1,599 square feet	$1,708.01
1,600 to 1,999 square feet	
First 1,599 square feet	$1,708.01
Each Additional 100 square feet or fraction thereof	$422.37
2,000 to 2,999 square feet	
First 1,999 square feet	$3,397.49
Each Additional 100 square feet or fraction thereof	$28.57
3,000 to 3,999 square feet	
First 2,999 square feet	$3,698.22
Each Additional 100 square feet or fraction thereof	$55.90
4,000 square feet or greater	
First 3,999 square feet	$4,242.33
Each Additional 100 square feet or fraction thereof	$27.95

St. Cloud	Fee
0 to 1,599 square feet	$1,298.49

1,600 to 1,999 square feet	
First 1,599 square feet	$1,298.49
Each Additional 100 square feet or fraction thereof	$7.73
2,000 to 2,999 square feet	
First 1,999 square feet	$1,329.41
Each Additional 100 square feet or fraction thereof	$9.27
3,000 to 3,999 square feet	
First 2,999 square feet	$1,422.15
Each Additional 100 square feet or fraction thereof	$4.62
4,000 square feet to 4,999 square feet	
First 3,999 square feet	$1,471.62
Each Additional 100 square feet or fraction thereof	$3.10
5,000 square feet or greater	
First 4,000 square feet	$1,502.58
Each Additional 100 square feet or fraction thereof	$3.10

Osceola County	**Fee**

0 to 1,599 square feet	$420.00
1,600 to 1,999 square feet	$500.00
2,000 to 2,999 square feet	$600.00
3,000 to 3,999 square feet	$680.00
4,000 square feet to 4,999 square feet	$800.00
Archival	3% of Permit
Fire Marshall	$30 if applicable
Radon	00.01 times sqft total area

Sample Commercial Permit Fee by Jurisdictions:

Square Footage	Kissimmee Fee	St. Cloud Fee	Osceola County Fee
1,750	$2,600.82	$1,310.16	$500.00
2,590	$2,747.80	$1,384.20	$600.00
3,890	$2,905.13	$1,463.49	$680.00
5,980	$3,042.94	$1,532.99	$800.00

Multi-Family Permit Fees (Based on Valuation):

Kissimmee	Fee
$1.00 to $1,000	$71.83
$1,001 to $50,000	
First $1,000	$71.83
Each Additional $1,000 or fraction thereof	$39.58
$50,001 to $100,000	
First $50,000	$2,011.28
Each Additional $1,000 or fraction thereof	$20.11
$100,001 to $250,000	
First $100,000	$3,016.92
Each Additional $1,000 or fraction thereof	$12.93
$250,001 to $500,000	
First $250,000	$4,956.36
Each Additional $1,000 or fraction thereof	$19.83
$500,001 to $1,000,000	
First $500,000	$9,912.72
Each Additional $1,000 or fraction thereof	$14.04
$1,000,001 and over	
First $100,000	$17,095.85

Each Additional $1,000 or fraction thereof	$7.18

St. Cloud	Fee
$0.01 to $1,000	$47.28
$1,001 to $15,000	
First $1,000	$47.28
Each Additional $1,000 or fraction thereof	$3.42
$15,001 to $25,000	
First $15,000	$95.18
Each Additional $1,000 or fraction thereof	$5.52
$25,001 to $40,000	
First $25,000	$150.24
Each Additional $1,000 or fraction thereof	$5.52
$40,001 to $100,000	
First $40,000	$232.99
Each Additional $1,000 or fraction thereof	$4.72
$100,001 to $500,000	
First $100,000	$516.63
Each Additional $1,000 or fraction thereof	$3.42
$500,001 and over	

First $500,000	$1,882.41
Each Additional $1,000 or fraction thereof	$3.15

Sample Multi-Family Permit Fee by Jurisdictions:

Valuation Amount	Kissimmee Fee	St. Cloud Fee	Osceola County Fee
$10,250.00	$437.96	$78.82	NA – Commercial Fee
$129,600.00	$3,399.51	$727.63	NA – Commercial Fee
$498,000.00	$9,874.84	$1,877.79	NA – Commercial Fee
$1,250,000.00	$25,356.83	$4,244.91	NA – Commercial Fee
$25,000,000.00	$195.964.01	$79,057.41	NA – Commercial Fee

Miscellaneous Permit Fees (Based on Valuation):

Kissimmee	Fee
$1.00 to $1,000	$61.37
$1,001 to $50,000	
First $1,000	$61.37
Each Additional $1,000 or fraction thereof	$33.82
$50,001 to $100,000	
First $50,000	$1,718.44
Each Additional $1,000 or fraction thereof	$17.19
$100,001 to $250,000	
First $100,000	$2,577.66
Each Additional $1,000 or fraction thereof	$11.04
$250,001 to $500,000	
First $250,000	$4,234.71
Each Additional $1,000 or fraction thereof	$16.95
$500,001 to $1,000,000	
First $500,000	$8,469.44
Each Additional $1,000 or fraction thereof	$11.95
$1,000,001 and over	
First $100,000	$14,606.71

Each Additional $1,000 or fraction thereof	$6.14

St. Cloud	Fee
$0.01 to $1,000	$38.77
$1,001 to $15,000	
First $1,000	$38.69
Each Additional $1,000 or fraction thereof	$4.53
$15,001 to $25,000	
First $15,000	$78.05
Each Additional $1,000 or fraction thereof	$4.53
$25,001 to $40,000	
First $25,000	$123.20
Each Additional $1,000 or fraction thereof	$4.53
$40,001 to $100,000	
First $40,000	$191.05
Each Additional $1,000 or fraction thereof	$3.87
$100,001 to $500,000	
First $100,000	$423.64
Each Additional $1,000 or fraction thereof	$2.80
$500,001 and over	

First $500,000	$1,543.58
Each Additional $1,000 or fraction thereof	$2.52

Osceola County	**Fee**
Up to $5,000.00	$85.00
$5,000.00 and over	
First $1,000	$150.00
Each Additional $5,000 or fraction thereof	$3.25
Maximum Permit Fee of $300,00.00	

Sample Miscellaneous Permit Fee by Jurisdictions:

Valuation Amount	**Kissimmee Fee**	**St. Cloud Fee**	**Osceola County Fee**
$10,250.00	$374.16	$80.59	$167.06
$129,600.00	$2,904.43	$597.04	$554.95
$498,000.00	$8,438.21	$1,538.04	$1,752.25
$1,250,000.00	$21,665.84	$3,478.58	$4,196.25

Other Miscellaneous Permit Fees:

Type	Kissimmee	St. Cloud	Osceola County
Mechanical			
Stand Alone	$23.00	By Value	$125.00
Electrical			
Low Volt	$42.00	By Value	$40.00
Plumbing			
Irrigation	0-5 heads = $6.00	Residential = $80.00	By Value
	Ea. Additional = $0.50	Commercial = $134.00	
Fire			
Re-inspection	$84.00	NA	$65.00
Maintenance Inspection	By Value	NA	By Value

Roof

Kissimmee	Fee
$1.00 to $1,000	$30.03
$1,001 to $100,000	
First $1,000	$30.03
Each Additional $1,000 or fraction thereof	$5.41

$100,001 and over	
First $100,000	$565.19
Each Additional $1,000 or fraction thereof	$4.02

St. Cloud	**Fee**
$0.01 to $1,000	$47.28
$1,001 to $15,000	
First $1,000	$47.28
Each Additional $1,000 or fraction thereof	$3.42
$15,001 to $25,000	
First $15,000	$95.18
Each Additional $1,000 or fraction thereof	$5.52
$25,001 to $40,000	
First $25,000	$150.24
Each Additional $1,000 or fraction thereof	$5.52
$40,001 to $100,000	
First $40,000	$232.99
Each Additional $1,000 or fraction thereof	$4.72
$100,001 to $500,000	
First $100,000	$516.63

Each Additional $1,000 or fraction thereof	$3.42
$500,001 and over	
First $500,000	$1,882.41
Each Additional $1,000 or fraction thereof	$3.15

Osceola County	**Fee**
Re-Roofing	$80.00
Re-Roofing Involving the removal and replacement of solar panels	$150.00
Re-Roofing involving solar shingles	$150.00

Sample Roof Permit Fee by Jurisdictions:

Valuation Amount	**Kissimmee Fee**	**St. Cloud Fee**
$10,250.00	$80.03	$78.82
$67,800.00	$391.13	$364.21
$150,500.00	$768.41	$689.34
$525,000.00	$2,275.46	$1,961.16

Inspection Fee

Type	Kissimmee	St. Cloud	Osceola County
After hour	First 2 hours = $234.62 Afterwards every 4 hours = $470.41	$157.59	4 hour min per person = $300.00 Per additional hour per person = $100.00
Re-Inspections	$78.60	$52.53	$100.00

ITEM 7.C
Consent to Sub-Lease Between MaxFlight Helicopter Services Inc. and Enterprise Leasing Company of Orlando, LLC

Request

Approval of Consent to Sub-Lease between MaxFlight Helicopter Services Inc. and Enterprise Leasing Company of Orlando, LLC (contract #20240441).

Explanation

MaxFlight Helicopter Services Inc. has a current ground rental lease at Kissimmee Gateway Airport (ISM) providing helicopter flight instruction for both domestic and international students, tours, photography and aerial surveying. MaxFlight desires to sublease space to enable Enterprise Leasing Company of Orlando, LLC to provide car rental services to the general public. Enterprise's current lease with Signature Aviation is expiring and will not be renewed. This arrangement allows Enterprise to continue as the second car rental agency at the airport providing 5% of gross sales towards airport revenue.

Recommendation

Approval of Consent to Sub-Lease between MaxFlight Helicopter Services Inc. and Enterprise Leasing Company of Orlando, LLC.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
1. (S) Consent to Sublease-Maxflight + Enterprise Leasing Company of Orlando, LLC

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", MaxFlight Helicopter Services Inc hereinafter referred to as "Lessee," and Enterprise Leasing Company of Orlando LLC 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

WHERAS, pursuant to applicable provisions of that certain Lease Agreement dated September 1st, 2020 , 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

LESSEE Signature

Austi Tarter-leclercq

Printed Name

President

Title

Corporate Seal

MYRNA PROPHET
Commission # HH 661823
Expires April 17, 2029

Notary Seal (unincorporated only)

Approved as to Form and Legality
This ___ day of _____, 20___

By:_____
City Attorney

SUBLESSEE Signature

Dan Artone

Printed Name

Vice President

Title

Corporate Seal

MYRNA PROPHET
Commission # HH 661823
Expires April 17, 2029

Notary Seal (unincorporated only)

NET BUILDING LEASE FOR
4010 4th STREET AIRPORT BUILDINGS

THIS AGREEMENT is entered into on this 18th day of August 2020 between the **CITY OF KISSIMMEE**, a municipal corporation located within Osceola County, Florida hereinafter referred to as "**Lessor**" or "**City**" and **MAXFLIGHT HELICOPTER SERVICES, INC.**, a Florida Corporation, whose address is P.O. Box 470773 Kissimmee, Florida 34747, hereinafter referred to as "**Lessee.**"

WITNESSETH:

WHEREAS, Lessor is the owner of certain improvements to real property located on or about the Kissimmee Gateway Airport, a municipal airport located within the boundaries of the City of Kissimmee, Florida; and

WHEREAS, Lessee is desirous, willing and able to enter into a lease from Lessor Hangar EH 1 & Hangar EH 2, situated on land located at 4010 4th Street, Kissimmee Gateway Airport.

PART ONE
DESCRIPTION OF PREMISES

A. LEASED HANGAR PREMISES. Lessor leases to Lessee the premises ("**Hangars**") located at the Kissimmee Gateway Airport, more particularly described, attached, and hereby incorporated by reference as **Exhibit A**, Hangar EH 1 which consists of 3,500 square feet of interior office space and Hangar EH 2 which consists of 6,400 square feet of aircraft storage / maintenance space and 1,600 of office /storage space.

B. LEASED PARKING PREMISES. Lessor leases to Lessee onsite parking of automobiles, which includes 20 parking spaces for automobiles located east and adjacent to Hangar EH 1 ("**Parking Premises**") as depicted in Exhibit A, attached hereto and incorporated herein. Additional vehicle parking may also be available on an as-needed basis and such requests must be directed to the Director of Aviation.

C. LEASED AOA PREMISES. Lessor leases to Lessee approximately one and one half acres of paved aircraft parking apron ("**AOA**") as more particularly described, attached, and hereby incorporated by reference as Exhibit A; which Lessee will take measures, at Lessee's expense, to ensure any aircraft operated on the leasehold do not generate propeller wash that will cause dust or debris to be blown onto vehicles parked on the adjacent leasehold. Lessee agrees that Lessor may direct Lessee to redirect and relocate Lessees entire inventory of aircraft and automobile parking to other locations on or about the airport as directed by the Director of Aviation ("**Director**") during any declared emergency or crisis as determined by the Director. Lessor agrees to make every attempt to order relocation of lessee's aircraft and vehicles in such a manner as to allow lessee to accomplish relocation in the course of normal operations and so as not to cause Lessee to incur any unreasonably increased expenses or liabilities associated with the act of relocation.

SCANNED

The Hangar Premises, Parking Premises and AOA Premises shall collectively be referred to as the "**Leased Premises.**"

D. CONDITION OF PREMISES. Lessee accepts the Leased Premises and any improvements on, about, or associated with the Leased Premises "As Is" and in their present condition. Lessee further warrants that the Leased Premises are suitable for Lessees proposed use described herein.

E. RE-ADJUSTMENT OF PREMISES. This agreement will be subordinate to the provision of any existing or future agreement between the City of Kissimmee and the United States, relative to the operation of maintenance of the airport, the terms and execution of which have been or maybe required as a condition precedent to the expenditure or reimbursement to the city of federal funds for the development of the Airport. Lessor reserves the right to reduce or otherwise adjust the area included in the Leased Premises for construction of Airport development projects. If the area is based on the area of the Leased Premises, then the rent shall be reduced in proportion to the reduction of the total area held by Lessee.

PART TWO
TERM OF LEASE

A. PRIMARY TERM. The term of this Lease shall be for a five (5) year period, with the period commencing on the first day of September 2020 and ending on the last day of August 2025.

B. RENEWAL OPTION. 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 five (5) 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.

C. HOLDING OVER. In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after Lessor gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy of sufferance only. The amount of rent to be paid by Lessee during this hold over period shall equal two (2) times the normal monthly rent as stated in this agreement or the maximum amount allowed by law, whichever is greater.

PART THREE
RENT

A. RENT. The initial net rent under this Lease for the "Hangars" is **$36,000.00** per year, payable monthly ("Monthly Rent") plus sales tax and any other applicable tax. The following sum shall be payable monthly, in advance, in the amount of **$3,000.00** ("monthly Rent") plus said taxes. Rent will be due on the first day of every month ("Due Date") and shall be deemed to be delinquent if not received by the Lessor on or before the tenth day of every month. Payment of rent will commence on September 1st, 2020. The initial net

rent shall be subject to adjustment as enumerated in Part Three of this agreement.

Rent under this Lease for the "AOA" is set at $0.27 per square foot for 72,803 square feet. The AOA rent will be initiated September 1, 2022, at which time **$9,828.00** per year, will be payable monthly ("Monthly Rent") plus sales tax and any other applicable tax. The following sum shall be payable monthly, in advance, in the amount of **$819.00** ("Monthly Rent") plus said taxes. September 1, 2023 and thereafter, the AOA rent will increase to **$19,656.00 per** year, payable monthly ("Monthly Rent") plus sales tax and any other applicable tax. The following sum shall be payable monthly, in advance, in the amount of **$1,638.00** ("Monthly Rent") plus said taxes. Rent will be due on the first day of every month ("Due Date") and shall be deemed to be delinquent if not received by the Lessor on or before the tenth day of every month. The initial net rent shall be subject to adjustment as enumerated in Part Three of this agreement.

B. RENT ADJUSTMENTS. Lessor 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. Lessor and Lessee also recognize that local market trends in the Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds located at the Kissimmee Gateway Airport.

The parties agree that 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 2020 and the Annual Rent payments shall be recalculated and increased in the same proportion as said price index has increased in the same proportion as said price index has increased when compared with the price index for September, 2020.

C. RENT CAPS. In no event, however, shall the Rent Adjustment be more than ten percent (10 %) for a rent adjustment based on CPI.

PART FOUR
FEES

A. FUEL. Lessee may engage in fuels storage for self-fueling. If the Lessee exercises this right, the 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 flowage 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 and may be adjusted by the City Commission from time to time.

B. CAR RENTALS. Lessee shall not engage in car rental without prior written authorization of the Lessor.

C. REMITTANCES. Remittances of the amounts due each month, as computed in this section, shall be paid to Lessor each month on or before the first day of the succeeding month.

PART FIVE
PAYMENTS

A. TIME AND PLACE OF PAYMENT. All payments of rents, fee, taxes, and other charges are to be made at the Kissimmee Gateway Airport, City of Kissimmee, 401 N. Dyer Blvd, Kissimmee, FL 34741, or such other place Lessor may direct Lessee in writing.

B. DELINQUENT PAYMENT OF RENT AND FEES. If rent or fees are not timely paid, then the Lessee shall pay to Lessor a penalty of 5% of the amount due commencing ten (10) days after the DUE DATE or 10% after fifteen (15) days and 20% after twenty (20) days of the due date. Lessor shall charge no penalty upon that portion of any debt that, in good faith, is in dispute. All late fees are to be paid to Lessor within 30 days of the initial date of accrual.

PART SIX
PRIVILEGES

A. USE. The Lessor grants to the Lessee the right and privilege to conduct the following Fixed Base Operator activities as described in the Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Gateway Airport, as amended and incorporated by reference into this Lease. The Lessee may not use the Premises for any purpose other than the following without the Lessor's prior written consent:

Category "B" - Flight Instruction and Aircraft Rental
Category "C" - Aircraft Charter and Air Taxi
Category "F" – Other Aeronautical Services (Aerial Survey, Photography)

B. PROHIBITED USES. The Lessee shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than those set forth in Part Six (A) above, unless approved in writing by the Lessor. Lessee shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance, nor, without limiting the generality of the foregoing, shall the Lessee use or permit the use of the Leased Premises for any illegal, improper, immoral, or unlawful purposes.

C. INGRESS AND EGRESS. Lessee shall always have the full and free right of ingress and egress. Such right also extends to persons or organizations supplying materials or furnishing services to Lessee, as well as employees, customers, guest, and other invitees, who include vehicles, machinery, and equipment reasonably required by such persons or organizations.

PART SEVEN
OBLIGATIONS OF LEASE

A. NET LEASE. The use and occupancy of the Leases Premises by Lessee shall be without

cost or expense to Lessor. This Lease shall be without cost to the City except for the City's obligations set forth or specifically provided elsewhere herein. The Lessee accepts the Premises in an "as is" condition except with regards to items or duties which are expressly agreed to and set forth in writing by Lessor.

B. MAINTENANCE BY LESSEE. Lessee shall be responsible for the following maintenance and repair to the Leased Premises:

1. All upkeep, repair, and maintenance of the Leased Premises including but not limited to interior walls, doors, locks, windows, flooring, fixtures, ceilings, roofs, lighting, electrical and plumbing systems, all heating, air conditioning and heating systems.

2. Lessee's responsibilities under this section shall also include all other internal, external, and supporting structures and equipment;

3. Upon occupation of the Leased Premises, provide landscaping in the area of the Hangars, Parking Premises and AOA.

4. Lessee will not store or dispose of any debris or waste materials on Airport property, except by means of Waste receptacles or containers authorized by Lessor;

5. Lessee shall comply with all federal, state, and local fire codes and regulations. Lessee shall also provide and maintain hand-operated fire extinguishers for the interior of the building in accordance with applicable safety codes;

6. Lessee will comply in all aspects with the City of Kissimmee Code including all planning, zoning, and building codes, regulations, and ordinances.

7. Lessor retains the right to, reasonably in both time and scope, upon written notice to Lessee, require Lessee to undertake maintenance on the Leased Premises to ensure compliance with the Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Gateway Airport. Lessor shall be the sole judge of the due maintenance undertaken by the Lessee and may upon written notice require specific maintenance work to be completed by Lessee. If such maintenance is not completed within a reasonable time period, the Lessor shall have the right to perform such maintenance, and Lessee shall reimburse Lessor for the cost of such maintenance upon presentation of an invoice of costs occurred by Lessor. Lessee shall pay this amount within 30 days after receipt from Lessor in accordance with PART FIVE above.

8. Lessee agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Lessor in the same condition as when the Lessee obtained possession, excluding improvements and reasonable wear and tear. Lessor reserves the right to enter and make periodic inspections of the Leased Premises and improvements thereon during normal

business hours. Lessor reserves the right to enter the Leased Premises during such timed as necessitated by an emergency or in order to prevent the occurrence of waste to the Leased Premises and its fixtures.

C. CONSTRUCTION, ALTERATIONS, REPAIRS.

1. Lessee shall not erect any structures, make any improvements or modifications, or undertake any other construction on the Leased Premises, nor shall Lessee alter, modify or make additions, improvements, or repairs to or replace any structure which is existing or built, or install any fixtures other than trade fixtures which are removable without causing permanent injury to the Leased Premises without prior written approval of the Lessor.

2. Development and construction will only be permitted in accordance with the guidelines presented in the approved Airport Master Plan. Before commencement of any improvements or modifications to the Leased Premises, the lessee shall submit a written application to the Director, and if the Director requests, the application shall be supported by a comprehensive plan package to the Director. The plans for the proposed improvements or modifications to the Leased Premises shall completely describe the function and design and shall also contain the following:

   a. A graphic presentation of the improvements showing exact locations of access and egress to and from the Leased Premises, facilities included and interior layouts and plans.

   b. A basic illustration of the décor of the Leased Premises including construction, furnishings and equipment.

   c. Request for approval of above.

   d. A schedule for completion of each phase of the improvements.

3. Lessor shall attempt to make a timely disposition of each Lessee Construction Application and will not arbitrarily or capriciously withhold approval of the same.

4. Upon approval, the Lessee shall proceed with the construction, with reasonable diligence and at its sole cost and expense. The construction shall be completed according to the project schedule.

5. Where such alterations or construction has been made, Lessee shall, within (30) days following completion of the alterations, present to Lessor a complete set of "as-built" drawings including, without limitation, plumbing and electrical systems.

D. UTILITIES. Lessee shall be solely responsible for and pay all charges for utilities for the Leased Premises, including but not limited to all charges pertaining to providing water,

sewer, gas, electricity, telephone and internet service. Lessee shall pay utilities charges within thirty (30) days of receiving the invoice for said utilities. Lessee will pay all of the cost of Storm Water fees associated with the paved aircraft parking area. Lessee will pay a proportional cost of any other future fees enacted to cover the cost of governmental services.

E. TRASH AND GARBAGE REMOVAL. Lessee shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Lessee 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 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 from its operation. Lessee shall provide and use suitable – covered metal receptacles in an area designated by Lessor 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.

F. SIGNS. No signs, billboards, flyers shall be erected or maintained by Lessee except according to the Lessor's requirements for location and use of signs on Airport property. Before erection of any sign, billboard or flyer on city property, Lessee must obtain any applicable permits required by the Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Gateway Airport.

G. 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, ethnicity, creed, color, national origin, sex, age, or disability 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, ethnicity, creed, color, national origin, sex age or disability 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 regulations 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 price 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.

H. HANDLING AND STORAGE OF PROTROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE. Lessee shall handle, use, store, and dispose of hazardous

materials, fuel petroleum products, and all other materials, whether hazardous or not, owned or used by Lessee, its agents, contractors, assigns, guests, invitees, or any other person or firm in privity with Lessee on the Airport in accordance with all applicable federal, state, local laws which include but are not limited to Lessor's 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 Lessees sole cost and expense. Further, Lessee shall notify the Lessor and all other appropriate government agencies of such an occurrence immediately after said incidence. Should the Lessee fail to comply with any term contained in this section, the Lessor may take any reasonable and appropriate action in the place of Lessee. The Lessee shall promptly pay the full cost of such remedial action incurred by the Lessor due to noncompliance under this section.

I. NO LIENS.

1. Lessee shall keep the Leased Premises free from all liens, including, but not limited to, mechanics liens arising from any alteration or construction work performed or labor or materials supplied to the Lease Premises. Any construction work on the Leased Premises authorized by the Lessee shall be performed pursuant to a" no-lien" contract and Lessee shall make certain that the Florida Statutes relating to the "no-lien" contracts are complied with in every particular detail.

2. If, at any time, Lessee shall cause any mechanic's, laborers, or material man's lien to be filed against the Leased Premises or any part thereof, Lessee shall cause the same to be discharged either by record, by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Lessee fails to cause such liens to be discharged by payment or through appropriate bond within thirty (30) days from the date said lien is filed, then such failure should be deemed a default in the performance of this Agreement.

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

J. INDEMINITY AND INSURANCE BY LESSEE. Lessee further covenants and agrees that Lessee shall indemnify and save forever harmless the Lessor from any and all claims for damages of any kind or nature which may hereafter be made against Lessor on account of any personal injuries, wrongful deaths, or property damage resulting from the use of the Leased Premises, and for such purpose Lessee shall procure and maintain in effect for the term of this Agreement, with insurance carriers acceptable to Lessor, Workers Compensation Insurance as required by the statutes of the State of Florida, or adequate Employee's Liability Insurance: Public Liability Insurance: Property Damage Insurance

covering all of Lessee's activities 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 Gateway Airport. The Lessee shall maintain such insurance underwriters authorized to do business in the State of Florida satisfactory to the Lessor. Coverage is to be written on the broadest liability form including but not limited to products liability, hangar keepers' liability, blanket contractual, independent contractors and aviation non-ownership. All policies shall include the Lessor as an additional insured as its interests appear. Lessee shall furnish Lessor 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 Lessor, shall submit to the Lessor, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the Lessor. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar airports.

K. COMPLIANCE WITH LAW, RULES AND REGULATIONS. Lessee shall, at its sole expense, observe and comply with the ordinances, statutes, rules, and regulations of all governmental authorities including Lessor which are applicable to the conduct of Lessee's business and in addition, those rules, and regulations of the Lessor not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Lessee's breach of any terms or covenants contained within this Agreement shall be borne by Lessee. Lessee will ensure the integrity of the Airport perimeter security at all times. This includes ensuring all gates, to include pedestrian gates, remain locked at all times unless monitored by an employee of the Lessee. Personnel vehicles of Lessee's employees, customers or contractors will not be parked on the airside pavement.

L. RENOVATIONS.

1. All proposed renovation, refurbishing, alterations, remodeling, and construction shall be reviewed and approved by the Director of Aviation and may also have to be reviewed and approved by the City Building Official, to include obtaining a Building Permit from the City.

2. The parties agree that all renovations, refurbishments, improvements, additions, fixtures, and alterations to Leased Premises shall be deemed to be attached to the freehold and shall become property of the Lessor to the extent as if the Leased Premises and its renovations, refurbishments, improvements, additions, fixtures, and alterations had been erected and installed on the Leased Premises prior to the execution of this Agreement.

3. Lessee expressly assumes full responsibility for all damages and injuries that may result to any person or persons or to adjoining property by reason of the excavation for, and the erection, construction, alteration, renovation, refurbishment, improvement, or maintenance of any building, pursuant to or under this Agreement, and shall indemnify Lessor against any and all claims arising from such actions.

PART EIGHT
OBLIGATIONS OF LESSOR

A. OPERATION AS A PUBLIC AIRPORT. Lessor 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 Lessor to the United States Government under the Federal Airport Act.

B. ENTRY AND INSPECTION. Lessor shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Lessee. The Lessor shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

PART NINE
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 caused by the Lessee or Lessee's agents, assigns, contractors, guests, or invitees, 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 Lessor 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 Lessor shall repair the damage at its own cost and expense. The rent payable shall be proportionately paid up to the time of such damage but shall thenceforth cease until such time as such building and space shall restored. If 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 Agreement upon written notice to the other within sixty (60) days from the date so such damage or destruction. Nothing in this Article shall apply to damages to the Leased Premises caused by the acts of the 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. Lessor shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessor.

PART TEN
TERMINATION OF AGREEMENT, ASSIGNMENT, AND TRANSFERS

A. TERMINATION. This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.

B. TERMINATION BY LESSEE. Lessee may terminate this Agreement after:

1. Material default by Lessor in the performance of a covenant or agreement herein

required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Lessee.

2. Upon Lessee giving ninety (90) days written notice to the Lessor pursuant to Part Twelve (G) of this Agreement and immediately upon or after the occurrence of either of the following events:

   a. The failure or refusal of the Federal Aviation Administration (FAA) to permit the Lessee to operate into, from, or through the Kissimmee Gateway Airport such aircraft as the Lessee currently utilizes in connection with flight training operations for a period longer than 90 days.

   b. The duly enactment and implementation of a City, State, or Federal law, order, rule or regulation which is directly binding on the premises and the operation of the Lessee which directly results in the inability of the Lessee to use the Leased Premises for a period longer than ninety (90) days.

C. EXERCISING LESSEE'S RIGHTS OF TERMINATION. Lessee may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the Lessor.

D. TERMINATION BY LESSOR. Lessor 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 fees, payments, or sums due 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. File 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 to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default;

6. Appoint or to cause the appointment of a receiver for Lessee;

7. Violate local, state, federal, or Lessor's laws, statutes, ordinances, rules, and regulations not inconsistent with the provisions of this Agreement and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default.

E. WAIVER OF STATUTORY NOTICE TO QUIT. In the event Lessor exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section D of this Article, Termination by Lessor, a notice of termination shall be sufficient to terminate this agreement. Upon such termination, Lessee agrees that it will forthwith surrender possession of the Leased Premises to Lessor. In this connection, Lessee expressly waives the receipt of any notice of termination, which would otherwise be given by Lessor.

F. SUBLETTING AND ASSIGNMENT. Lessee may not rent or sublease the Leased Premises without the prior written consent of the Lessor. Lessee may, with the prior written consent of Lessor, assign this Agreement; in such event, Lessee shall remain liable to Lessor for the remainder of the term of the Agreement to pay to Lessor any portion of the rental and fees not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the Lessor, and any assignment by the 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.

PART ELEVEN
RIGHTS UPON TERMINATION

A. LEASED PREMISES. It is the intent of this Agreement that the Leased Premises shall be and remain the property of Lessor during the entire term of this Agreement and thereafter.

B. REMOVAL OF PERSONAL PROPERTY. Upon the expiration or termination of this lease, all buildings, improvements, and fixtures constructed or placed upon Leased Premises shall revert, free and clear of any mortgage or lien, to Lessor. At the termination for this Agreement for any reason, after payment of all rents and charges, Lessee shall have the right, within thirty (30) days thereafter to remove any of its office supplies, goods, furniture, machinery, equipment, and signs installed on the Lease Premises by Lessee, but shall repair at its own expense all damage caused by such removal. Any such personal property not removed by Lessee within such time shall become the property of the Lessor.

C. LANDLORD LIEN. If the Lessee has not fully paid all the rents and charges pursuant to this Agreement, then the Lessor shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. Lessor shall have the right to seize, hold, and liquidate such personal property possessed or owned by Lessee 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.

PART TWELVE
GENERAL PROVISIONS

A. LESSOR'S RESERVED RIGHTS.

1. Lessor at its sole discretion reserves the right to further develop or improve 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 Lessor 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 Lessor and the United States, relative to the operation or maintenance of the Airport, the terms relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be reimbursement to Lessor 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 and 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 Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee.

Lessor 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 Lessor 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, VENUE, ATTORNEY'S FEES. It is mutually agreed by and between Lessee and Lessor that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida. In any such action, each party shall pay their own legal costs to include but not to limited to attorney's fees, court costs, associated expenses, and all incidental costs including those incurred in appellate proceedings.

E. TAXES, LICENSES, AND PERMITS. Lessee shall pay all personal property taxes which may assessed against 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 license, permits, fees, or other authorization or charges as required under federal, state, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

F. PARAGRAPH HEADINGS. The paragraph heading is 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, such notice shall be served by Certified or Registered Mail with return receipt, addressed into the Lessor in following manner:

Director of Aviation
Kissimmee Gateway Airport
401 N. Dyer Boulevard, Suite 101
Kissimmee, FL 324741-4613

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

President or General Manager
MaxFlight Helicopter Services, Inc.
PO Box 470773
Kissimmee, FL 34747

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

H. FLORIDA LAW. This Agreement shall be interpreted in accordance with the laws of the State of 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.

PART THIRTEEN
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 appropriated federal, stated, 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 record required by appropriate federal, state, and local regulations and to make such records available for inspection at the Leased 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 Leased 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 Lessor prior to the operation or installation of any regulated above or underground petroleum storage tanks on or about the Leased Premises. 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.

B. INDEMNIFICATION. 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 sub-lessees, except when caused by the City's negligence or by the joint negligence of the City and any person other than Lessee, its officers, agents, employee, contractors, subcontractors, operators, or sub-lessees. City will refer to Lessee, promptly upon notice thereof, any claim made, or suit instituted against it, which, 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 the 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 disposal of any Hazardous Materials (hereinafter defined) upon the Premises or any portion thereof or which will result in Hazardous Materials Contamination (hereinafter defined). From 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 Leased Premises is prohibited by the City that the Leased Premises will not use or operated in any manner that will result in the storage use treatment, manufacture, or any applicable environmental laws or regulations ("Laws") or by any other legal

requirements affecting the Leased 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 Leased Premises. The term "Hazardous Materials Contamination" shall mean and refer to the contamination of the Leased Premises, soil, surface water, ground water, air, or other elements on or off 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 Leased 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 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 Leased 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, liabilities, and all losses.

Signature page to follow

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

MAXFLIGHT HELICOPTER SERVICES, INC.

Austi Tarter-Leclercq, President

State of Florida
County of Osceola

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization on this 10th day of August, 2020, by **Austi Tarter-Leclerq**, as President of **MaxFlight Helicopter Services Inc.**, a corporation organized under the laws of the State of Florida, who is ☑ personally known to me or ☐ who has produced FL DL. as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Seal: ERIKA GARCIA MY COMMISSION # GG 940336 EXPIRES: April 16, 2024 Bonded Thru Notary Public Underwriters

Notary Public, State of Florida

CITY OF KISSIMMEE, FLORIDA

Jose Alvarez
Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality

City Attorney


EXHIBIT A
4TH ST
3RD ST
EH1
AOA
EH2
Parking
AOA
Background Image - 2020 Aerial
The City of Kissimmee makes no warranties, guarantees or representation as to the truth, accuracy or the completeness of the data on this map. This is not a survey product and is a visual reference tool only. Any questions or concern should be directed to GIS division at gis@kissimmee.org
N

RECEIVED BY
CITY OF KISSIMMEE
AUG 12 2020
CITY CLERK'S OFFICE
Do not write in this box.

City Clerk's Office Processing Form

Date: 8/11/2020

Requestor's Name: Darlene Roucoulet **Department:** Airport

Phone/Extension: 2505

Title of Document: NET BUILDING LEASE FOR 4010 4th STREET AIRPORT BUILDINGS

Project Name: MAXFLIGHT HELICOPTER SERVICES, INC.

Number of Originals/Copies: 2 Originals

Requested Processing: (Please check all that apply)

N.C.

■ Agenda Date: 8/18/2020 Item # 2020-1583 (i.e. # 2019-1102)

■ Sign and Return – *(please circle)* CA / CM / Mayor / City Clerk / Notary

☐ Recording with Clerk of the Courts (Charge Department: _____)

☐ Vault Retention

☐ Laserfiche Scan and Retain

■ Laserfiche Scan (Official Records) and Return

☐ Certified Copy (Resolutions / Ordinances)

Comments:

Please have 2 original Lease documents signed and scanned to official records.

Please have both sent back to the airport.

Return document to: Airport (Department) Darlene Roucoulet (Staff)

Number of originals/copies to be returned: 2 Originals

---------- *To be completed by the Clerk's Office* ----------

Processed by: Linda S Hansell Date: 8/21/2020

☒ Complete; no additional action necessary. ☐ _____

☐ Please returned fully executed original to the City Clerk for scanning. Thanks.

EXTENSION FIRST AMENDMENT OF LEASE
BETWEEN CITY OF KISSIMMEE and
MAXFLIGHT HELICOPTER SERVICES, INC.

THIS FIRST AMENDMENT of Lease is made this 5th day of August 2025, by and between, the **CITY OF KISSIMMEE**, a municipal corporation; (hereinafter referred to as City) and **MAXFLIGHT HELICOPTER SERVICES INC.**, a Florida corporation; (hereinafter referred to as MaxFlight) and each represents as follows:

WITNESSETH

WHEREAS, on August 18, 2020, the City and Maxflight Helicopter Services Inc. executed a Lease Agreement, for Hanger EH 1, consisting of 3,500 square feet of interior office space and Hanger EH2, consisting of 6,400 square feet of aircraft storage/ maintenance space and 1,600 of office/storage space hereinafter "Original Lease", located at 4010 4th Street, Kissimmee Gateway Airport, hereinafter "Leased Premises."; and

WHEREAS, pursuant to the Original Lease, the term of the Lease is from September 2020 through August 2025, and Lessee was granted an exclusive first option to renew the Agreement for one (1) additional term of five (5) years.

WHEREAS, the Lessee has provided notice to the City of their desire to exercise the renewal option and the City has agreed to enter into this Amendment to extend the Original Lease for an additional five-year term, and to modify other lease terms.

NOW THEREFORE, in consideration of the mutual promises, covenants, and the good and valuable monetary consideration all hereinafter set forth. For purposes of changes to the text of the Agreement as set forth below, underlined words indicate additions to existing text, and stricken words include deletions from existing text.

1. **"PART TWO, TERM OF LEASE"** of the Original Agreement is amended to read:

A. PRIMARY TERM. The term of this Lease shall be for a five (5) year period, with the period commencing on the first day of September ~~2020~~ 2025, and ending on the last day of August ~~2025~~ 2030.

~~B. RENEWAL OPTION. Provided Lessee is not in default of the 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 five (5) 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. Upon receipt of the extension options, the parties shall negotiate the rent for the renewal period based on an appraisal as set forth in Part Three, paragraph B.~~

~~C.~~B HOLDING OVER. In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after Lessor gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy of sufferance only. The amount of rent to be paid by Lessee during this hold over period shall equal two (2) times the normal monthly rent as stated in this agreement or the maximum amount allowed by law,

whichever is greater.

2. **"PART THREE RENT"** of the Original Lease is amended to read:

A. RENT. The initial net rent under this Lease for the "Hangars" is ~~$36,000.00~~ $39,600.00 per year, payable monthly ("Annual Hangar Rent") plus sales tax and any other applicable tax. The following sum shall be payable monthly, in advance, in the amount of ~~$3,000.00~~ $3,300 ("Monthly Hangar Rent") plus said taxes. Rent will be due on the first day of every month ("Due date") and shall be deemed to be delinquent if not received by the Lessor on or before the tenth day of every month Payment of rent will commence on September 1st, ~~2020~~ 2025. The initial net rent shall be subject to adjustment as enumerated in Part Three of this agreement.

Rent under this Lease for the "AOA" is set at ~~$0.27~~ $0.29 per square foot for ~~72,803~~ 63,117 square feet. ~~The AOA rent will be initiated September 1, 2022 2027, at which time $9,828.00 per year, will be payable monthly ("Monthly Rent") plus sales tax and any other applicable tax, including property tax. The following sum shall be payable monthly, in advance, in the amount of $819.00 ("Monthly Rent") plus said taxes.~~ Beginning on September 1, ~~2023~~ 2025, and thereafter, the AOA rent will ~~increase to $19,656.00~~ be $18,304.00 per year, payable monthly ("Monthly Rent") plus sales tax and any applicable tax. The following sum shall be payable monthly, in advance, in the amount of ~~$1,638.00~~ $1,525.33 plus ~~said~~ taxes. Rent will be due on the first day of every month ("Due Date") and shall be deemed to be delinquent if not received by the Lessor on or before the tenth day of every month. The initial net rent shall be subject to adjustment as enumerated in Part Three of this Lease.

B. RENT ADJUSTMENTS. Lessor 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. Lessor and Lessee also recognize that local market trends in the Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds located at the Kissimmee Gateway Airport.

The parties agree that beginning three (3) 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 ~~2020~~ 2025 and the Annual Rent payments shall be recalculated and increased in the same proportion as said price index has increased in the same proportion as said price index has increased when compared with the price index for September, ~~2020~~ 2025.

C. RENT CAPS. In no event, however, shall the Rent Adjustment be negative or more than ten percent (10%) for a rent adjustment based on CPI.

3. **NO FURTHER MODIFICATIONS**. Except to the extent expressly modified or amended by this Third Amendment, the Original lease Agreement dated August 1, 1998, shall remain in full force and effect and binding upon the parties, and is hereby ratified and affirmed. To the extent of any inconsistency between the Amendment and the Original Lease, the terms and conditions of the Original Lease shall control.

Specifically, all other terms and clauses of the existing lease shall remain the same and will continue to be in force with respect to the Leased Premises, as expanded by this Addendum.

4. The effective date of this Addendum shall be August 5th, 2025.

IN WITNESS WHEREOF, the parties have executed this agreement at Kissimmee, Florida on this 5th day of August 2025.

CITY OF KISSIMMEE, FLORIDA

Mayor-Commissioner

ATTEST:

Tameara Crespo

City Clerk: Tameara Crespo

Approved as to form and legality
This 5th day of August, 2025.

Olga Sanchez de Fuentes

City Attorney

LESSEE
MaxFlight Helicopter Services, Inc.

By: Austi Tarter-LeClerca
As: President

ATTEST:

Witness: Shaun J. Germolus

Witness: Erika Garcia

State of: Florida
County of: OSCEOLA

The foregoing instrument was acknowledged before me on this 7th day of July, 2025, by Austi Tarter-LeClerca. He/She is personally known to me, or has produced his/her driver's license, or his/her _____ as identification, and did/did not take an oath.

NOTARY SEAL:

DARLENE ROUCOULET
Notary Public - State of Florida
Commission # HH 139269
My Comm. Expires Aug 23, 2025
Bonded through National Notary Assn.



Docusign Envelope ID: 26E73FCA-121D-470A-8A92-E0AA948325FC

ON-SITE AGREEMENT

This Agreement is made and entered into as of this 8th day of September, 2025, by and between Enterprise Leasing Company of Orlando, LLC, a Delaware limited liability company having a business address of 5442 Hoffner Ave, Orlando FL 32812 ("Enterprise") and MAXFLIGHT HELICOPTER SERVICES, INC., a Florida corporation ("Company") located at 4010 4th Street, Kissimmee, FL 34741 (the "Facility") and having a business address of 4010 4th Street, Kissimmee, FL 34741.

The purpose of this Agreement is to set forth the motor vehicle rental services that Enterprise will provide for the customers and invitees of Company. In connection with such services, Company has offered to grant Enterprise the right to lease and occupy and use certain space in the Facility for the purpose of providing motor vehicle rental service and Enterprise is willing to accept such occupancy, subject to and in accordance with the terms and conditions hereinafter provided. Enterprise acknowledges that this agreement is a sublease with Maxflight Helicopter Services Inc. that holds a primary lease with the City of Kissimmee. The agreement will act in accordance with the primary lease and will be approved by the City of Kissimmee. In consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, it is agreed as follows:

1. Definitions. Whenever used in this Agreement the following terms shall have the meanings indicated thereafter:

- Commencement Date & Term: The term of this Lease (the "Term") will begin on the Commencement Date (as defined below) and will end on the last day of the Thirty Sixth (36th) full calendar month thereafter. The "Commencement Date" will be the date that is 30 days after the date on which (i) Enterprise has received all necessary approvals of its plans for preparing the Premises for its occupancy, (ii) Enterprise has received all necessary permits, licenses and approvals to allow Enterprise's construction, if any, and operation at the Premises, and (iii) Company has completed any work that it has agreed to perform at the Premises and delivered exclusive possession of the Premises to Enterprise. Notwithstanding the above, if Enterprise opens for business at the Premises before the above conditions have been met, the Commencement Date will be the date on which Enterprise opens for business. This Agreement shall automatically renew for (1) year periods unless either party notifies the other party in writing at least sixty (60) days' prior to the then current expiration date of the Initial Term or subsequent extended Renewal Term that it does not elect to extend such Term. Each Renewal Term will be upon the same terms and conditions as during the Initial Term. No other documents are required to be executed to effect such automatic renewal.

- Premises: That portion of the Facility to be occupied by Enterprise, such portion being **office space and shared common use space** as shown on the drawing or plan attached as Exhibit "A" and containing approximately **1,266** square feet.

- Parking: Enterprise shall have the exclusive right to use the 15 parking spaces at the Facility that are outlined or otherwise identified on Exhibit "A" throughout the Term. Enterprise shall have the right to identify such exclusive spaces by signs or otherwise, as being exclusively for Enterprise's use.

- Rent: The sum of **two-thousand three hundred and eighty one dollars** ($ **2,381**) per month, which amount, unless specifically stated otherwise, constitutes Enterprise's entire payment obligation under this Agreement.

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- Permitted Use: Primarily for the rental of motor vehicles and incidental thereto such other items and services as are offered from time to time by Enterprise, all in accordance with policies and procedures determined by Enterprise.

- Hours of Operation: As a minimum, from **8:00** A.M. through **6:00** P.M. Monday through Friday and from **9:00** A.M. through **2:00** P.M. on Saturday, and during such other days and hours that Enterprise may elect, provided the Facility is open for business during such times.

2. Enterprise shall:

A. Pay the Rent to Company at Company's address provided above on the first day of each month during the Term;

B. Keep, maintain and repair the interior of the Premises, including any equipment installed therein or thereabout, neat, clean, free of debris and trash and to maintain Enterprise's personal property in an attractive and clean condition, and comply with all reasonable rules and regulations generally applicable to occupants of the Facility now in effect or as hereinafter effected by Company;

C. Provide and keep in force during the Term, for the benefit of Company and any other persons or entities designated by Company including the City of Kissimmee listed as an additional insured, general liability insurance in the amount of $2,000,000 for injuries to any one person, $2,000,000 for any one accident and $100,000 for property damage or, in the alternative, combined single limit coverage of at least $2,000,000. Enterprise will also maintain in full force and effect during the Term any legally required workers' compensation insurance covering all of Enterprise's employees working on the Premises. Enterprise shall deliver certificates of such insurance to Company before occupying the Premises and installing any equipment. All such policies shall include a provision that Company shall receive at least thirty (30) days notice prior to material change or cancellation thereof. Enterprise may self-insure any insurance obligation under this Agreement and maintain such insurance under a so-called "blanket policy" insuring other locations and other parties. Except in the case of the willful or negligent act or omission of Company, its agents or employees, and subject to the release and subrogation provisions hereof, Enterprise agrees to indemnify, defend and hold Company harmless from and against any and all claims, damages, liabilities and expenses (including attorney's fees) brought or incurred because of any injury to person(s) or damage to property arising from the use or occupancy of the Premises by Enterprise;

D. Use the Premises only for the Permitted Use and under Enterprise's Trade Name;

E. Offer collision damage waiver for purchase by Company's customers covering physical damage to the vehicle; and

F. At the expiration or termination of this Agreement, quit and surrender the Premises in the same condition as the date hereof, damage by casualty and reasonable wear and tear excepted, and Enterprise shall remove its equipment and any other property therefrom and repair any damage caused by such removal. Any equipment or property not so removed at the expiration or termination date shall be deemed abandoned, but Enterprise shall nonetheless remain liable for the cost of its removal.

3. Company shall:

A. Permit Enterprise and its agents, employees and invitees access to the Premises and the Facility throughout the Term and the right to use all of the common areas associated with the Facility (e.g. rest rooms, sidewalks, access roads, parking areas, lounge and waiting areas) in the same manner as such areas are made available to and used by the employees and invitees of the Company;

B. Provide and pay the cost of all utility service, except for telephone and other communication usage, required by Enterprise in the Premises; Enterprise will reimburse company for utility services billed by the company based on electricity and water usage.

C. Keep, maintain and repair the Premises and Facility and the surrounding areas, including any equipment installed therein or thereabout, neat, clean, free of debris and trash and in good order and repair and in an attractive and clean condition, and uniformly enforce all rules and regulations generally

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applicable to occupants of the Facility now in effect or as hereinafter effected by Company; If Enterprise fails to maintain cleanliness in shared spaces or in its exclusive-use areas that are visible to customer, the company shall make Enterprise aware and give opportunity to remediate within 48 hours of notice. After 48 hours, the company reserves the right to arrange for cleaning services and Enterprise will be responsible to reimburse the company for 100% of the cost incurred for cleaning its designated areas.

D. Provide and keep in force during the Term general liability insurance, in the amount of $2,000,000 for injuries to any one person, $2,000,000 for any one accident and $100,000 for property damage or, in the alternative, combined single limit coverage of at least $2,000,000. All such policies shall name Enterprise as an additional insured. Company shall also keep and maintain in full force and effect a policy of "all risk" property insurance in an amount equal to the full replacement cost of the building and all improvements at the Facility. Except in the case of the willful or negligent act or omission of Enterprise, its agents or employees, and subject to the release and subrogation provisions hereof, Company agrees to indemnify, defend, and hold Enterprise harmless from and against any and all claims, damages, liabilities and expenses (including attorney's fees) brought or incurred because of any injury to person(s) or damage to property arising from the ownership, use, control or maintenance of the Facility by Company; and

E. Provide Enterprise with a completed IRS Form W-9 upon execution of this Agreement. Should Company fail to provide a completed W9, Company hereby agrees that Enterprise shall not be in default of this Agreement for non-payment of the Rent.

4. Alterations, Signs & Network. Enterprise will make no alterations or additions to the Premises without the written approval of Company and City of Kissimmee per Company's lease agreement, which approval will not be unreasonably withheld, conditioned or delayed. Enterprise shall have the right to install tasteful, professionally prepared signs at the Premises and at such locations at the Facility that Company and City of Kissimmee approves, which approval will not be unreasonably withheld, conditioned or delayed. Enterprise shall have the right to perform such work as may be necessary, within or outside the Premises, to permit the connection of the Premises to Enterprise's corporate terrestrial broadband data communications network. Company hereby grants Enterprise the right and easement to access all network connections at reasonable times to install, inspect, maintain, repair and remove the same as Enterprise deems necessary.

5. Fire or Other Casualty. If the Premises are rendered untenantable by fire or other casualty, either party shall have the right, but not the obligation, to terminate this Agreement effective as of the date of the fire or other casualty. If neither party elects to terminate, Enterprise's Rent obligations hereunder will be abated in full as of the date of the casualty, and continuing until such time as Enterprise resumes its operations in the Premises.

6. Liens. Enterprise agrees not to suffer any mechanic's lien to be filed against the Premises or the Facility by reason of any work, labor, services or materials performed at or furnished to the Premises by or for Enterprise.

7. Default. If Enterprise fails to pay any Rent payable by Enterprise to Company when due, such failure continuing for a period of 10 days following Enterprise's receipt of written notice of such failure or if Enterprise fails to perform any obligation of Enterprise under this Agreement, such failure continuing for 30 days following Enterprise's receipt of written notice of such failure (or if such failure cannot reasonably be cured within such 30 days, for such additional time as may be reasonably necessary, provided Enterprise commences the cure within the 30 day period and thereafter proceeds diligently to complete the cure), then Company may, if it so elects, at any time thereafter terminate this Agreement upon giving Enterprise 10 days notice in writing, and this Agreement shall terminate on the date fixed in such notice as if such date were the date originally fixed in the Agreement for the expiration of the Term.

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If Company fails to perform any covenant, condition, or agreement of Company under this Agreement, such failure continuing for 30 days following Company's receipt of written notice of such failure (or if such failure cannot reasonably be cured within such 30 days, for such additional time as may be reasonably necessary provided Company commences the cure with the 30 day period and thereafter proceeds diligently to complete the cure), then such failure will constitute a default hereunder and Company will be liable to Enterprise for damages sustained by Enterprise to the extent they are a result of Company's default. If, after notice to Company (except in an emergency when no notice will be required), Company fails to promptly cure its failure to perform and that failure could cause injury to persons, damage to the Premises or to Enterprise's property or interfere with the conduct of Enterprise's business at the Premises, then Enterprise will have the right, but not the obligation, to cure Company's failure to perform for the account and at the expense of Company. Company agrees to promptly reimburse Enterprise for the reasonable cost of such cure following receipt from Enterprise of an itemized statement of such cost. Any amounts not reimbursed by Company within 15 days following receipt of Enterprise's statement may be applied by Enterprise as a credit against Enterprise's next payment(s) of Rent until fully recovered.

8. Taxes. Enterprise will pay, without contribution from Company, all taxes on Enterprise's personal property and trade fixtures that are assessed and payable during the Term. Company will pay, without contribution from Enterprise, all real estate taxes, special assessments, impact fees and other governmental impositions upon or against the Premises and Facility of every kind and nature that are assessed or payable during the Term. Enterprise will be responsible to act in accordance with its agreement with the City of Kissimmee and pay all fees associated for agreement.

9. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage paid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed, or on the date noted that the addressee has refused delivery. If intended for Company, the same shall be mailed to the address hereinabove set forth or such other address as Company may hereinafter designate by notice to Enterprise, and if intended for Enterprise, the same shall be mailed to Enterprise at the address hereinabove set or to such other address or addresses as Enterprise may hereinafter designate by notice to Company.

10. Release and Subrogation. Company and Enterprise each waive any right to recover against the other for damage to the Facility or the Premises or any part thereof or any property thereon, but only to the extent that such damage is covered by insurance actually carried or required to be carried by either Company or Enterprise. This provision is intended to waive fully, and for the benefit of each party, any rights and claims which might give rise to a right of subrogation in any insurance carrier.

11. Holding Over. In the event that Enterprise or anyone claiming under Enterprise shall continue occupancy of the Premises after the expiration of the Term without any agreement in writing between Company and Enterprise with respect thereto, such occupancy shall not be deemed to extend or renew the Term, but such occupancy shall continue from month to month upon the covenants, provisions and conditions herein contained and at the same Rent, prorated and payable for the period of such occupancy.

12. Compliance with Laws. Enterprise will use and occupy the Premises so as to comply with all applicable laws and regulations pertaining to its use. Company's ownership and control of the Facility and Premises will be in compliance with all laws and regulations now in force or which may hereafter be applied to ownership or control of real property, including, without limitation, laws and regulations

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related to mechanical, electrical, structural, seismic, life safety, fire safety, accessibility and environmental conditions.

13. Hazardous Materials. The term "Hazardous Materials" means any hazardous, toxic or dangerous substance, waste, contaminant, pollutant, gas or material, including, without limitation, gasoline, waste oil and other petroleum products and constituents thereof, which are now or may become regulated under any federal, state or local statute, regulation, ordinance or other law now or hereafter in effect, including, without limitation, any substance, waste or material which is now or hereafter (a) designated as a "hazardous substance" under the Federal Water Pollution Control Act and/or the Comprehensive Environmental Response, Compensation, and Liability Act, (b) designated as a hazardous waste or regulated substance pursuant to the Resource Conservation and Recovery Act, (c) designated or listed as a hazardous material under the Hazardous Material Transportation Act, or (d) is in any way regulated as a hazardous material or toxic substance under the laws of the state wherein the Premises is located. In addition to the specific provisions of this Agreement concerning indemnification and without prejudice to any rights and remedies of the parties thereunder, the parties further grant to each other the following Hazardous Materials indemnification.

(a) Company and its successors, assigns, trustees, beneficiaries and legal representatives will protect, indemnify, defend and hold harmless Enterprise, its officers, directors, shareholders, representatives, and their respective successors and assigns from and against all judgments, suits, proceedings, liabilities, losses, costs, judgments, orders, obligations, damages, expenses or claims (whether by third parties or governmental authorities) arising out of or in any way relating to the existence of any Hazardous Materials placed on, in or under the Premises or Facility by any person or entity other than Enterprise or any person or entity acting for, by or through Enterprise or with Enterprise's permission or acquiescence. This indemnity includes, but is not limited to, remedial, removal, response, abatement, cleanup, legal, investigative and monitoring costs, penalties, fines and disbursements (including, without limitation, reasonable attorneys', consultants' and experts' fees) of any kind whatsoever, which may at any time be imposed upon or incurred by any indemnitee arising, directly or indirectly, (i) from requirements of any federal, state or local environmental law; (ii) in connection with claims by government authorities or third parties related to the condition of the Premises; and/or (iii) from the presence or existence of Hazardous Materials on, in or near the Premises.

(b) Enterprise and its successors, assigns, trustees, beneficiaries and legal representatives shall protect, indemnify, defend and hold harmless Company, its officers, directors, shareholders, representatives, and their respective successors and assigns from and against all judgments, suits, proceedings, liabilities, losses, costs, judgments, orders, obligations, damages, expenses or claims (whether by third parties or governmental authorities) arising out of or in any way relating to the existence of any Hazardous Material placed on, in or under the Premises or Facility by Enterprise or any party acting for, by or through Enterprise or with Enterprise's permission or acquiescence. This indemnity includes, but is not limited to, remedial, removal, response, abatement, cleanup, legal, investigative, and monitoring costs, penalties, fines and disbursements (including, without limitation, reasonable attorneys', consultants' and experts' fees) of any kind whatsoever, which may at any time be imposed upon or incurred by any indemnitee arising, directly or indirectly, (i) from requirements of any federal, state or local environmental law; (ii) in connection with claims by government authorities or third parties related to the condition of the Premises; and/or (iii) from the presence or existence of Hazardous Materials on, in or near the Premises.

(c) Nothing contained in this indemnification will prevent or in any way diminish or interfere with any rights and remedies, including without limitation, the right to contribution, which either party may have against the other party or against any of its predecessors or successors in interest, or any other party under the federal Comprehensive Environmental Response, Compensation, and Liability Act, as it

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may be amended from time to time, or of other applicable federal, state or local laws.

14. Assignment. Enterprise will have the right to assign its interest in this Agreement to any entity wholly owned or controlled by Enterprise or its parent corporation, or to a successor by merger or consolidation, or to any entity that acquires all or substantially all of Enterprise's assets or stock. The use of the Premises by such assignee or sublessee will be in accordance herewith. Enterprise will remain liable for the performance of the obligations of Enterprise pursuant to this Agreement. Any other assignment or subletting will require Company's and City of Kissimmee's consent, which consent will not be unreasonably withheld, conditioned or delayed.

15. Quiet Enjoyment. Company covenants and agrees with Enterprise that upon Enterprise paying the Rents and observing and performing all of the terms, covenants and conditions on Enterprise's part to be observed and performed hereunder (subject to applicable grace or cure periods), Enterprise may peaceably and quietly have, hold, occupy and enjoy the Premises without hindrance or molestation from Company or any persons lawfully claiming through Company.

16. Waiver of Company's Lien. Company shall not have, and hereby expressly waives any lien that it might have, whether statutory or otherwise, in Enterprise's vehicles, personal property, fixtures, satellite dish antenna, inventory or stock-in-trade for any reason whatsoever.

17. Non-Discrimination. Company understands and acknowledges that the requirements, as stated in Exhibit "B", shall apply to this Agreement if required by applicable federal law.

18. No Rights Conferred. Nothing in this Agreement shall be deemed to confer upon Company any right or interest in Enterprise's Trade Name, trade dress, slogans, or other property or procedures of Enterprise.

19. Right to Terminate. Enterprise may terminate this Agreement at any time upon not less than 3 months advance written notice to Company. Company may terminate this Agreement only for cause and will notify Enterprise in writing to give Enterprise 30 days to remediate any issue(s). If written issue(s) are not resolved and satisfactory to the Company, the Company will provide an additional written notice to Enterprise. Within 10 days following the written notice, if Enterprise has failed to remediate the issue, the Company may issue written notice to Enterprise to exercise its right to terminate with at lease 3 months advanced notice to Enterprise. If either party is to terminate the agreement, the party that executes terminations rights will be responsible to return the premises outlined in the agreement back to the original condition prior to execution of the agreement.

20. Litigation. In the event of any litigation or other dispute resolution proceedings between Company and Enterprise arising out of or in connection with this Agreement, the prevailing party will be reimbursed for all reasonable costs, including, but not limited to, reasonable accountants' fees and attorneys' fees, incurred in connection with such proceedings or in connection with the enforcement of any judgment or award rendered in such proceedings.

21. Governing Law. This Agreement will be construed and interpreted in accordance with and be governed by the laws of the state wherein the Premises is located.

22. Agreement Binding. This written Agreement, together with the exhibits hereto, constitutes all the representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement and exhibits hereto. This Agreement may not be modified or amended except in writing

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signed by each of the parties. This Agreement shall bind and be for the benefit of Company and Enterprise and their respective heirs, beneficiaries, successors and assigns.

[Signature Page to Follow]

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IN WITNESS WHEREOF, Company and Enterprise have executed this Agreement as of the date herein written.

COMPANY:

Maxflight Helicopter Services, Inc

By: Austi Tarter-Leclercq
Name: Austi Tarter-Leclercq
Title: President
Date: 9/8/2025

ENTERPRISE:

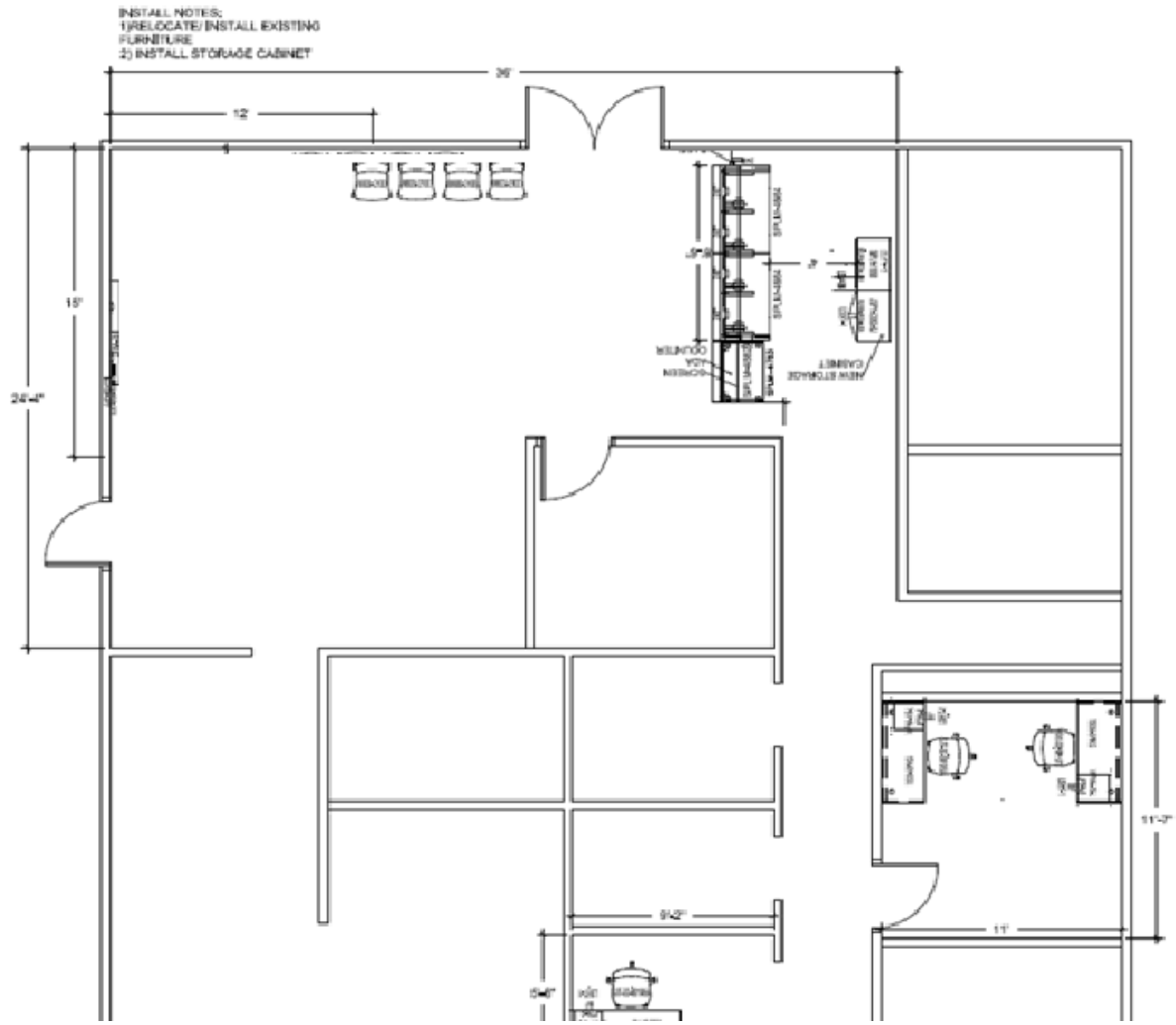
Enterprise Leasing Company of Orlando, LLC,
a Delaware limited liability company

By: Dan Artone
Name: Dan Artone
Title: Vice President and General Manager
Date: 9/5/2025

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EXHIBIT “A”

Premises & Parking



*Actual layout may differ from drawing above

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EXHIBIT “A”

Premises & Parking



Actual parking may change based on agreed upon terms between Enterprise and company.

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EXHIBIT “B”

Company shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Company and any covered contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

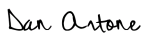
Certificate Of Completion

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Status: Completed
Subject: Complete with Docusign: On-Site Agreement - Maxflight - Updated.doc
#HREF:
Source Envelope:
Document Pages: 11
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Josh Weiss
600 Corporate Park Dr.
St. Louis, MO 63105
joshua.r.weiss@em.com
IP Address: 148.78.91.1

Record Tracking

Status: Original
9/5/2025 3:47:30 PM
Holder: Josh Weiss
joshua.r.weiss@em.com
Location: DocuSign

Signer Events	Signature	Timestamp
Austi Tarter-Leclercq austi@maxflightheli.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 108.189.180.68	Sent: 9/5/2025 3:49:28 PM Viewed: 9/8/2025 12:21:30 PM Signed: 9/8/2025 12:29:09 PM
Electronic Record and Signature Disclosure: Accepted: 9/8/2025 12:21:30 PM ID: 758c7164-de4f-41f3-8431-f3cf7b3fbcd4		
Dan Artone dan.artone@em.com VP/GM Enterprise Leasing Co. of Orlando, LLC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 148.78.91.1	Sent: 9/5/2025 3:49:29 PM Viewed: 9/5/2025 3:50:21 PM Signed: 9/5/2025 3:55:25 PM
Electronic Record and Signature Disclosure: Accepted: 9/5/2025 3:50:21 PM ID: 7e8a27c5-c876-47a0-ae7a-49d8599b57cf		

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
Leslie Dantzler leslie.j.dantzler@em.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/5/2025 3:49:29 PM Viewed: 9/5/2025 4:04:57 PM
Electronic Record and Signature Disclosure: Accepted: 6/25/2025 12:31:20 PM ID: a4e39087-f628-4f09-ac92-9cdfdb4f1985		

Carbon Copy Events	Status	Timestamp
Marvin Sealy marvin.sealy@em.com Property Development and Facilities Manager EHI Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/24/2020 1:47:28 PM ID: 8e3cf487-2f42-4ad2-8e6d-9ed29361bdb5	COPIED	Sent: 9/5/2025 3:49:29 PM Viewed: 9/5/2025 3:53:13 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/5/2025 3:49:29 PM
Certified Delivered	Security Checked	9/5/2025 3:50:21 PM
Signing Complete	Security Checked	9/5/2025 3:55:25 PM
Completed	Security Checked	9/8/2025 12:29:09 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Enterprise Holdings, Inc. - HR (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Enterprise Holdings, Inc. - HR:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jr.maxfield@ehi.com

To advise Enterprise Holdings, Inc. - HR of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jr.maxfield@ehi.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Enterprise Holdings, Inc. - HR

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jr.maxfield@ehi.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Enterprise Holdings, Inc. - HR

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jr.maxfield@ehi.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Enterprise Holdings, Inc. - HR as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Enterprise Holdings, Inc. - HR during the course of your relationship with Enterprise Holdings, Inc. - HR.

ITEM 7.D
Second Amendment to Lease for Florida Coach Inc.

Request

Approval of Second Amendment for Ground and Building Lease for Florida Coach, Inc. located at Kissimmee Gateway Airport (contract #20240318).

Explanation

Florida Coach Inc. manufactures and delivers high quality motor coaches at facilities located adjacent to the Airport (former golf course). Florida Coach employs over 100 skilled artisans, engineers, drivers, and mechanics and has plans to expand their operations. In 2020, Florida Coach signed an agreement to lease and redevelop the adjacent property on the Airport by removing the former golf clubhouse and constructing a 15,000 SF facility for manufacturing and storage of motor coaches. Since then, the proposed project has changed to include the renovation of the previous golf clubhouse for offices and construction of two facilities to support the motor coaches. The two facilities will be constructed with the ability to be repurposed as aircraft storage hangars.

This Second Amendment defines those facilities, property boundaries and rent. The City Staff values Florida Coach's operations and commitment to call Kissimmee "home" and recommends amending the lease to support Florida Coach.

Recommendation

Approval of Second Amendment for Ground and Building Lease for Florida Coach, Inc. located at Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
1. (S) Second Amendment to 3103 Lease Florida Coach Dr.

SECOND AMENDMENT TO LEASE FOR
3103 FLORIDA COACH DRIVE

THIS SECOND AMENDMENT to the LEASE FOR 3103 FLORIDA COACH DRIVE (the "Second Amendment") is entered into this _____ day of _____ 2025 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as "**Lessor**" or "**City**" and **FLORIDA COACH, INC.**, a Florida corporation, whose address is 3150 Florida Coach Drive, Kissimmee, Florida 34741, hereinafter referred to as "**Lessee**". City and Lessee are sometimes referred to in this First Amendment individually as a "**Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, on October 6, 2020, Lessor and Lessee entered into a Lease for 3103 Florida Coach Drive (the "Original Lease Agreement") as amended by that First Amendment to Lease for 3103 Florida Coach Drive dated June 18, 2024 ("the "First Amendment" together with the Original Lease Agreement, "Lease Agreement"); and

WHEREAS, the Kissimmee Golf Course Clubhouse has been completely renovated to serve as office and manufacturing space which renovation costs exceed $680,000 (the previous estimated costs of improvements and estimated demolition costs combined) (the "Renovations"); and

WHREAS, Lessee has been able to hire additional craftsmen and additional drivers, all at high wages, due to the renovated space; and

WHEREAS, Lessee desires to include Parcel B in the Lease Agreement; and

WHEREAS, Lessee desires to construct a 12000-25,000 square foot aviation hangar(s) ; and

WHEREAS, the Parties seek to amend the Lease Agreement.

NOW THEREFORE, for and in consideration of the payment of Ten and No/100 Dollars ($10.00), the mutual covenants and agreements as set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, Lessor and Lessee do hereby covenant and agree as follows:

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

2. **PART ONE DESCRIPTON OF LEASES PERMISES** of the Lease Agreement is amended as follows:

A. LEASED PREMISES. Lessor leases to Lessee the premises (the "Leased Premises") located at the Airport, more particularly described, as "Parcel A" and "Parcel B" attached, and hereby incorporated by reference as Exhibit A, which consists of 265,189 square feet (approximately 6 acres).

3. **PART THREE RENT** of the Lease Agreement is amended as follows:

A. RENT. The revised net rent under this Lease for the Leased Premises is $47,734.02 per year, payable monthly ("Annual Rent") plus sales tax and any other applicable tax including property tax. The following sum shall be payable monthly, in advance, in the amount of $3,977.84 ("Monthly Rent") plus said taxes. Payment of the revised rent amount will commence on October 1st, 2025.

Monthly Rent will be due on the first day of every month ("Due Date") and shall be deemed to be delinquent if not received by the Lessor on or before the tenth day of every month.

The initial net Annual Rent and Monthly Rent shall be subject to adjustment as enumerated in Part Three of this Lease.

4. **PART FOUR PROPOSED PROJECT SECTION** of the Lease Agreement is amended in full as follows:

A. PROPOSED PROJECT. In addition to the completed Renovations, Lessee desires to construct a 12000-25,000 square foot hangar(s) (the "Hangar") to be used for Aviation purposes in the located as depicted in the attached Exhibit A. Construction for the Hangar will begin within nine months of the date improvements to the Airport Taxiway Delta Extension allow for the connection to Hangar's apron as shown on Exhibit A. This will be placed on a portion of Parcel A and additional property of the City in the approximate amount of 20,000 square feet depending on the Hangar to be built. This new parcel shall be known as Parcel C.

B. FACILITY SPECIFICATIONS.

1. The proposed site plans for the Hangar shall be subject to final approval by the City and in compliance with the City's Codes and Ordinances. The Hangar must be in compliance with (i) all City Codes and Ordinances, including but not limited to (a) the City's land Development Code, (b) the Florida Building Code, (c) the Flood Plan Management in place with the South Florida Water Management District at the time of permitting, (d) FAA Airspace and Environmental Categorical Exclusion (CATEX Short Form).

2. The Hangar shall comply with all applicable City and State building and fire codes. Additional fire protection may be required based on the intended uses of the Hangar.

3. The Hangar colors must be initially approved by the Director of Aviation and generally match existing buildings adjacent to owned by the Lessee.

4. Parcel C will support the construction of an aircraft Hangar. Once the Certificate of Occupancy is obtained for the Hangar, Parcel C ground rent will be at a fair market rate.

5. A shed to house equipment for property and lawn maintenance equipment may be placed on Parcel B at no expense to the City.

C. COST. The cost to construct the Hangar, including design, airspace study, and vehicle parking will be at the sole cost and expense of the Lessee. Construction costs for the ramp, connection to the apron and the apron will be negotiated prior to construction of the Hangar.

D. Deleted.

E. Deleted.

F. RECORD KEEPING. Lessee's project engineer/architect will provide the City with a continuously updated log of all contractor/subcontractor/supplier and their liens and record of payments/lien releases.

G. Deleted.

6. No Further Changes. Except as expressly provided in this Second Amendment, no other terms, conditions, provisions, or obligations of the Agreement have been amended or altered by this Second Amendment, and thus shall remain in full force and effect.

7. Conflicts. If any of the terms contained in this Second Amendment shall conflict with any terms of the Agreement, then this Second Amendment shall supersede any such conflicting terms in the Agreement.

8. Counterparts. This Second Amendment may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts together constitute duplicates of the one and same instrument. A copy, pdf electronic mail transmission or DocuSign® signature and transmission of any part of this Second Amendment, including the signature page, shall have the same force and effect as an original and shall be effective and binding. The parties agree that the Florida Uniform Electronic Transactions Act shall be applicable and enforceable as to such execution and delivery.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed or caused this Second Amendment to be executed on their behalf by their duly authorized representatives as of the date first written above.

FLORIDA COACH, INC., a Florida corporation

Caleb Calhoun, President

STATE OF Florida
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization on this 8th day of September, 2025 by Caleb Calhoun as President of Florida Coach, Inc., a Florida corporation on behalf of the corporation, who is [ ] personally known to me or [✓] who has produced _____ as identification.

(Notary Seal)

BRANDI DEAL
MY COMMISSION # HH 436606
EXPIRES: August 22, 2027

Print Name: Brandi Deal

4916-6906-7604 v.2
4933-9169-8774 v.1

CITY OF KISSIMMEE, FLORIDA

_____

Jackie Espinosa, Mayor - Commissioner

ATTEST:

_____

Tameara Crespo, City Clerk

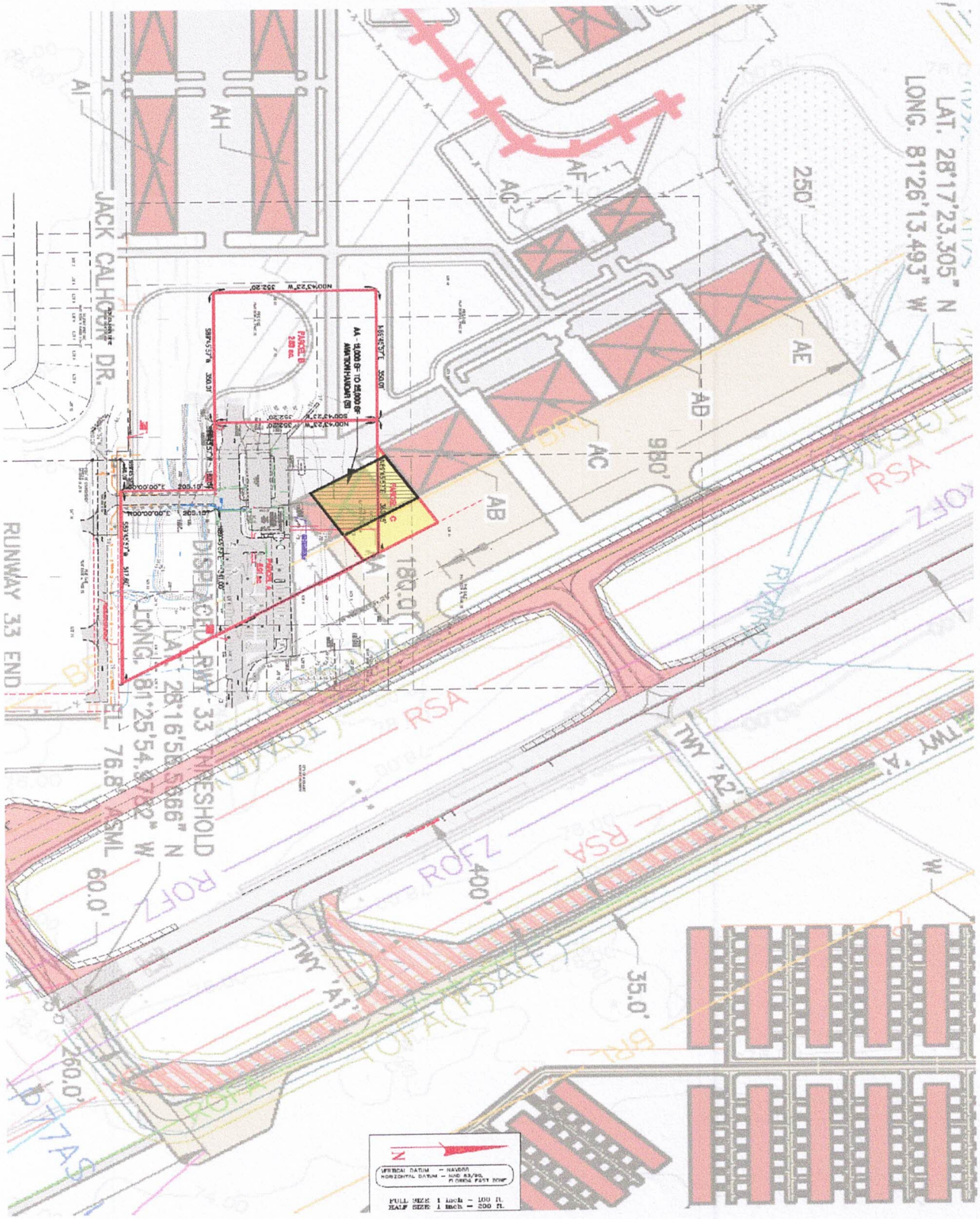
Approved as to form and legality

_____

Olga Sanchez de Fuentes, City Attorney

4916-6906-7604 v.2
4933-9169-8774 v.1

EXHIBIT A



4916-6906-7604 v.2
4933-9169-8774 v.1

ITEM 7.E
Lease purchase agreement between the City of Kissimmee and Axon Enterprise, Inc. for FUSUS – Real Time Crime Center (RTCC) digital platform

Request

Approve the lease purchase agreement between the City and Axon Enterprises, Inc. for access to the FUSUS Program (Contract # 20250337), authorize payments required to be made under the agreement, and execute the agreement with the Mayor's signature.

Explanation

Axon Enterprise, Inc. is the current provider of the FUSUS platform, which consolidates all incoming video streams into a single, user-friendly application. This platform will be utilized by our Real Time Crime Center (RTCC) detectives to monitor and respond to both active incidents and completed events for investigative purposes. The implementation of this program significantly enhances the Police Department's capability to respond to potential active shooter situations in our schools by enabling officers to be swiftly directed to the source through access to all school surveillance cameras. The FUSUS platform provides the city with the opportunity to integrate city-owned cameras into the system, enabling real-time monitoring and response to events occurring on city property and roadways.

The total cost for this agreement is $848,861.55, which is spread out over a five-year period (FY2026 – 2030). The first payment due is $169,174.19. Funding for the project has been identified below. We believe this program will greatly enhance the capabilities of the Kissimmee Police Department.

If approved, the Police Department would be able to share our video streams with the Osceola County Sheriffs Office and the St. Cloud Police Department in an effort to create a joint intelligence sharing portal to enhance investigative and police response to active events.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00190707-507171 00130301-501212		Increase Decrease	169,175.00 169,175.00	169,174.19

Financial Summary:

In addition to this initial payment of $169,174.19, future payments will be made over the next 4 years as follows:

FY 2027 $169,365.46
FY 2028 $169,740.10
FY 2029 $170,290.90
FY 2030 $170,290.90

While the first year's payment will be funded through vacancies in Patrol division's salaries the remaining years will be added to the budget.

Recommendation

Approve the agreement, authorize payments required to be made under the agreement, and execute the agreement with the Mayor's signature.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
1. (S) Axon Enterprise FUSUS Real Time Crime Center Digital Platform

Second Amendment to the Master Services and Purchasing Agreement

This Second Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the Kissimmee Police Department (FL) ("**Customer**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**".

Axon and Customer are Parties to the Master Services and Purchasing Agreement ("**MSPA**") by and between Axon Enterprise, Inc. and the Kissimmee Police Department (FL), dated August 11, 2021, and the First Amendment to the MSPA, dated February 19, 2025 (the "**Agreement**").

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The Agreement is hereby updated to incorporate quote Q-741844 into the Agreement.

2. The following language is added into the Axon Cloud Services Terms of Use Appendix:
   FUSUS. If Customer purchases a subscription to FUSUS, the following terms apply:
   License and Storage. The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.
   Third party Components. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
   Data Privacy. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

3. In the event that sufficient funds are not appropriated or otherwise made available to pay the fees under this Amendment, Customer may terminate this Amendment in accordance with the MSPA. Such termination will apply only to this Amendment and will have no effect on the remainder of the contract or any other amendments. Customer will provide notice of termination under this section as soon as reasonably practicable.

4. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

AXON

Second Amendment to the Master Services and Purchasing Agreement

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.	**Kissimmee Police Department (FL)**
Signature: Signed by: Robert E. Driscoll, Jr. 55DAEBB131A4424...	Signature:
Name: Robert E. Driscoll, Jr.	Name:
Title: Deputy General Counsel	Title:
Date: 9/9/2025 | 1:33 PM MST	Date:

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-741844-45901JB

Issued: 09/01/2025

Quote Expiration: 09/30/2025

Estimated Contract Start Date: 10/01/2025

Account Number: 109207

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Kissimmee Police Dept. - FL 8 N Stewart Ave Kissimmee, FL 34741-5463 USA	Kissimmee Police Dept. - FL 8 N Stewart Ave Kissimmee FL 34741-5463 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Christopher Succi Phone: (407) 847-0176 Email: Fax:

Quote Summary

Program Length	54 Months
TOTAL COST	$848,861.55
ESTIMATED TOTAL W/ TAX	$848,861.55

Discount Summary

Average Savings Per Year	$143,880.11
TOTAL SAVINGS	$647,460.49

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-741844-45901JB

[redacted]

Quote Expiration: 09/30/2025

[redacted]

Account Number: 109207
Payment Terms: N30
Mode of Delivery: UPS-GND
Credit/Debit Amount: $0.00

SHIP TO

Kissimmee Police Dept. - FL
8 N Stewart Ave
Kissimmee,
FL
34741-5463
USA

BILL TO

Kissimmee Police Dept. - FL
8 N Stewart Ave
Kissimmee
FL
34741-5463
USA
Email:

SALES REPRESENTATIVE

Brendan Rome
Phone:
Email: brome@axon.com
Fax:

PRIMARY CONTACT

Christopher Succi
Phone: (407) 847-0176
Email:
Fax:

Quote Summary

Program Length	54 Months
TOTAL COST	$848,861.55
ESTIMATED TOTAL W/ TAX	$848,861.55

Discount Summary

Average Savings Per Year	$143,880.11
TOTAL SAVINGS	$647,460.49

#626
9/8/25

Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	$169,174.19	$0.00	$169,174.19
Oct 2026	$169,365.46	$0.00	$169,365.46
Oct 2027	$169,740.10	$0.00	$169,740.10
Oct 2028	$170,290.90	$0.00	$170,290.90
Oct 2029	$170,290.90	$0.00	$170,290.90
Total	**$848,861.55**	**$0.00**	**$848,861.55**

Quote Unbundled Price:	**$361,665.40**
Quote List Price:	**$289,863.76**
Quote Subtotal:	**$848,861.55**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
S00022	AXON FUSUS PLUS TO PRO UPGRADE BUNDLE	166	54	$29.68	$21.67	$21.67	$194,249.88	$0.00	$194,249.88
A la Carte Hardware									
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1			$5,000.00	$5,000.00	$5,000.00	$0.00	$5,000.00
101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	9			$4,000.00	$3,444.44	$30,999.96	$0.00	$30,999.96
A la Carte Software									
101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	1	48		$15.94	$15.94	$765.12	$0.00	$765.12
101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	3	24		$15.30	$15.30	$1,101.60	$0.00	$1,101.60
101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	2	36		$15.61	$15.61	$1,123.92	$0.00	$1,123.92
101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	50	54		$15.03	$510.50	$27,567.00	$0.00	$27,567.00
101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1350	54		$15.03	$9,963.96	$538,054.07	$0.00	$538,054.07
A la Carte Services									
101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1			$50,000.00	$50,000.00	$50,000.00	$0.00	$50,000.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	43		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	43		$0.00	$0.00	$0.00	$0.00	$0.00
Total							**$848,861.55**	**$0.00**	**$848,861.55**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	9	1	09/01/2025
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	1	09/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON FUSUS PLUS TO PRO UPGRADE BUNDLE	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	150	10/01/2025	03/31/2030
AXON FUSUS PLUS TO PRO UPGRADE BUNDLE	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	166	10/01/2025	03/31/2030
A la Carte	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	50	10/01/2025	03/31/2030
A la Carte	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1350	10/01/2025	03/31/2030
A la Carte	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	1	04/01/2026	03/31/2030
A la Carte	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	2	04/01/2027	03/31/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	3	04/01/2028	03/31/2030

Services

Bundle	Item	Description	QTY
A la Carte	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	09/01/2026	03/31/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	09/01/2026	03/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	8 N Stewart Ave	Kissimmee	FL	34741-5463	USA

Payment Details

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	9	$6,199.99	$0.00	$6,199.99
Annual Payment 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$1,000.00	$0.00	$1,000.00
Annual Payment 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	$0.00	$0.00	$0.00
Annual Payment 1	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1350	$107,610.82	$0.00	$107,610.82
Annual Payment 1	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	50	$5,513.40	$0.00	$5,513.40
Annual Payment 1	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	$10,000.00	$0.00	$10,000.00
Annual Payment 1	S00022	AXON FUSUS PLUS TO PRO UPGRADE BUNDLE	166	$38,849.98	$0.00	$38,849.98
Total				**$169,174.19**	**$0.00**	**$169,174.19**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	9	$6,199.99	$0.00	$6,199.99
Annual Payment 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$1,000.00	$0.00	$1,000.00
Annual Payment 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	$0.00	$0.00	$0.00
Annual Payment 2	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1350	$107,610.81	$0.00	$107,610.81
Annual Payment 2	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	50	$5,513.40	$0.00	$5,513.40
Annual Payment 2	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	$10,000.00	$0.00	$10,000.00
Annual Payment 2	S00022	AXON FUSUS PLUS TO PRO UPGRADE BUNDLE	166	$38,849.98	$0.00	$38,849.98
Phase 2 - Year 1	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	1	$191.28	$0.00	$191.28
Total				**$169,365.46**	**$0.00**	**$169,365.46**

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	9	$6,199.99	$0.00	$6,199.99
Annual Payment 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$1,000.00	$0.00	$1,000.00
Annual Payment 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	$0.00	$0.00	$0.00
Annual Payment 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 3	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	50	$5,513.40	$0.00	$5,513.40
Annual Payment 3	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1350	$107,610.81	$0.00	$107,610.81
Annual Payment 3	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	$10,000.00	$0.00	$10,000.00
Annual Payment 3	S00022	AXON FUSUS PLUS TO PRO UPGRADE BUNDLE	166	$38,849.98	$0.00	$38,849.98
Phase 2 - Year 2	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	1	$191.28	$0.00	$191.28
Phase 3 - Year 1	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	2	$374.64	$0.00	$374.64
Total				**$169,740.10**	**$0.00**	**$169,740.10**

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	9	$6,199.99	$0.00	$6,199.99
Annual Payment 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$1,000.00	$0.00	$1,000.00
Annual Payment 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	$0.00	$0.00	$0.00
Annual Payment 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 4	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1350	$107,610.81	$0.00	$107,610.81
Annual Payment 4	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	50	$5,513.40	$0.00	$5,513.40
Annual Payment 4	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	$10,000.00	$0.00	$10,000.00
Annual Payment 4	S00022	AXON FUSUS PLUS TO PRO UPGRADE BUNDLE	166	$38,849.98	$0.00	$38,849.98
Phase 2 - Year 3	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	1	$191.28	$0.00	$191.28
Phase 3 - Year 2	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	2	$374.64	$0.00	$374.64
Phase 4 - Year 1	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	3	$550.80	$0.00	$550.80
Total				**$170,290.90**	**$0.00**	**$170,290.90**

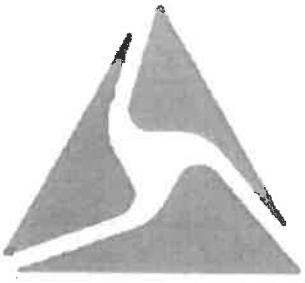
Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	9	$6,199.99	$0.00	$6,199.99
Annual Payment 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$1,000.00	$0.00	$1,000.00
Annual Payment 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	9	$0.00	$0.00	$0.00
Annual Payment 5	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	50	$5,513.40	$0.00	$5,513.40
Annual Payment 5	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	1350	$107,610.81	$0.00	$107,610.81
Annual Payment 5	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	$10,000.00	$0.00	$10,000.00
Annual Payment 5	S00022	AXON FUSUS PLUS TO PRO UPGRADE BUNDLE	166	$38,849.98	$0.00	$38,849.98
Phase 2 - Year 4	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	1	$191.28	$0.00	$191.28
Phase 3 - Year 3	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	2	$374.64	$0.00	$374.64
Phase 4 - Year 2	101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	3	$550.80	$0.00	$550.80
Total				**$170,290.90**	**$0.00**	**$170,290.90**

Signature

Date Signed

9/1/2025



ITEM 7.F
CentralSquare Technologies annual software maintenance fee for OneSolution Public Safety Software Suite

Request

Approval of the annual maintenance fee for OneSolution Public Safety Software suite with CentralSquare Technologies in the amount of $256,071

Explanation

The City currently uses CentralSquare Technologies' Public Sector OneSolution Software suite for its public safety software. Each year, the City pays an annual maintenance fee as part of the City's contract for programming and staff support. The contract price also includes upgrades and new version releases of the software. The current contract #20240380 is perpetual and will continue for as long as the City pays the annual fee. Since this service can only be provided by the software vendor, this is a sole source purchase.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56060103 504647		Decrease	$267,000	$256,071

Financial Summary:

Adequate funds are available in the FY 2026 operating budget for the CentralSquare Technologies annual software maintenance contract.

Recommendation

Staff recommends approval to pay CentralSquare Technologies the annual maintenance fee of $256,071 as outlined in the approved FY 2025-26 Information Technology operating budget.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology
Presenter:

Attachment(s):
None

ITEM 7.G
Interlocal Agreement with Osceola County, City of St. Cloud, School Board of Osceola County, and Osceola Legislative Effort, Inc.

Request

Approval of the Interlocal Agreement (contract #20250392) between Osceola County, the City of St. Cloud, the School Board of Osceola County, and Osceola Legislative Effort, Inc. (OLE) for the acquisition of joint lobbying services. The proposed agreement term is October 1, 2025 through September 30, 2027.

Explanation

The purpose of this Interlocal Agreement is to collectively retain professional lobbyist services through OLE to represent the shared legislative interests of Osceola County, the City of St.Cloud, the City of Kissimmee, and the School Board of Osceola County. By joining together, the entities will ensure a unified voice on legislative issues that impact the community, creating a stronger and more effective presence at both the state and federal levels.

The agreement provides that OLE will engage professional lobbyist services for:

- Monitor and advance legislation of interest to the participating entities.
- Develop strategies to address collective legislative concerns.
- Lobby State and Federal officials and agencies on behalf of the entities.
- Provide legislative updates, reports, and presentations.

The total cost of the agreement is $210,000, with the following contributions:

- Osceola County: $80,000
- School Board of Osceola County: $60,000
- City of Kissimmee: $40,000
- City of St. Cloud: $30,000

Approval of this agreement will continue the City's participation in a coordinated legislative advocacy effort, ensuring that Kissimmee's interests are represented and protected in Tallahassee and Washington, D.C.

Recommendation

Approval of the Interlocal Agreement and authorize the City Manager to execute the agreement on behalf of the City of Kissimmee.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter:

Attachment(s):
1. (S) - Interlocal Agreement with OC, COK, St. Cloud and OLE

City of Kissimmee

AGREEMENT

This is an agreement between Osceola County (hereinafter referred to as "COUNTY"), the City of St. Cloud (hereinafter referred to as "ST. CLOUD"), the City of Kissimmee (hereinafter referred to as "KISSIMMEE"), the School Board of Osceola County, Florida (hereinafter referred to as "SCHOOL BOARD"), and Osceola Legislative Effort, Inc., a Florida not-for-profit corporation, (hereinafter referred to as "OLE"), for the acquisition of lobbyist services to promote, represent and protect those interests which collectively affect and impact the interests of the County, Cities and the School Board.

WITNESSETH:

WHEREAS each year there are legislative issues which affect the collective interests of the COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD; and

WHEREAS these collective interests would be better served with a unified voice and joint lobbying effort representing the interests of these parties as a whole; and

WHEREAS such unified joint representation would promote efficiency and provide for a large, more positive and more productive impact on those concerns and issues relating to these parties as a collective unit; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions contained herein, and for other good and valuable consideration provided by each party hereto, the parties agree as follows:

1. The recitals in the "WHEREAS" clauses are incorporated into and become part of this Agreement.

2. The term of this Agreement is from October 1, 2025 through September 30, 2027, to be approved and executed by all parties.

3. OLE agrees to acquire and retain professional lobbyist services to promote, represent and protect those interests that collectively affect the COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD. The services to be contracted for shall include, but will not be limited to, the following:

    a. Monitor legislation of interest to the represented parties herein; and

    b. Advance the issues in the legislative program constructed for the parties represented herein, working to refine that legislation through the development of amendments as warranted and necessary; and

    c. Assist in the development of strategies relating to the collective legislative concerns of the parties represented herein; and

d. As needed, lobby the Governor, staff and state agencies on behalf of represented parties herein; and

e. As needed, lobby the federal executive and legislative branches, and their staff, on behalf of represented parties herein; and

f. Provide advice as to how the represented parties may obtain and maximize returns collectively received from the state Legislature or federal government based on the intricacies of the legislative process; and

g. Use all best efforts to coordinate funding, legislation and policy related activities with legislative bodies and interests; and

h. Use all best efforts to secure appropriate authorizations and funding from legislative bodies to implement projects for the collective benefit of the parties as stated above; and

i. Maintain direct and frequent contact with legislative members representing the interests of the parties as stated above, and inform the governing bodies of each of the represented parties as to the need to participate directly in the legislative process, such as through testimony in committee meetings or through conversations with members of the parties' legislative delegation or other members of the legislature; and

j. Advocate the collective interests of the aforementioned parties during the legislative process; and

k. Keep the parties apprised of the status of legislation on a regular basis by frequent telephone conversations with each of the represented parties, as well as with the members of the respective governing bodies and staff, and maintain such contact in writing as appropriate; and

l. Deliver a written final report within 60 days of the conclusion of the state legislative session on the outcome of the issues in the parties' collective legislative program and, within the same time period if requested, provide a presentation regarding same to each of the respective governing bodies; and

m. Present an annual budget by December 15 of each year during the term of this Agreement.

4. OLE shall select lobbyist(s) with the necessary expertise and background for the issues to be addressed. Said lobbyist(s) shall agree in writing, that the lobbyist(s) will not lobby before any of the entities, its elected officials or staff on behalf of any third party or lobby against any interests of the entities to this Agreement for a period of two (2) years after completion

of representation. Provided, however, that the restriction herein may be waived or limited by any of the parties hereto. Further, the lobbyist(s) shall comply with all applicable state and federal laws and regulations governing lobbying. The contract with the lobbyist(s) shall be in writing.

5. The Board of Directors of OLE shall meet as soon as conveniently possible after the execution of the Agreement to collectively submit and discuss those issues of primary focus as previously agreed upon by their respective governing bodies. At such times, the Board shall create and formally adopt a list of issues and instructions for the engaged lobbyist(s) to pursue during the immediate legislative session. Notwithstanding any term contained in the bylaws to the contrary, the approval of a list of issues and instructions as contemplated herein shall require the unanimous approval of the Board of Directors.

6. The parties herein agree that the fees for acquiring and retaining the services of the lobbyist(s) subject to this Agreement shall not exceed a total amount of TWO HUNDRED TEN THOUSAND DOLLARS AND 00/100 ($210,000.00), and that payment for same shall be remitted to OLE in the following manner:

    a. The COUNTY of Osceola shall pay no more than EIGHTY THOUSAND AND 00/100 DOLLARS ($80,000.00) PER YEAR; and

    b. The SCHOOL BOARD shall pay no more than SIXTY THOUSAND AND 00/100 DOLLARS ($60,000.00) PER YEAR; and

    c. KISSIMMEE shall pay no more than FORTY THOUSAND AND 00/100 ($40,000.00) PER YEAR; and

    d. ST. CLOUD shall pay no more than THIRTY THOUSAND AND 00/100 DOLLARS ($30,000.00) PER YEAR; and

    e. The parties further agree that payment, as outlined above, shall be submitted by the respective parties to OLE in four (4) equal payments as follows:

        1) first year first payment within forty-five (45) days of the date of execution of this Agreement.
        2) first year second payment on or before February 1, 2026.
        3) second year first payment on or before October 1, 2026.
        4) second year second payment on or before February 1, 2027.

        Notwithstanding the foregoing, no Party shall be obligated to pay any portion of its contribution hereunder, until such time as that Party has budgeted or otherwise approved the funding of its contribution.

7. In the event one governmental entity elects to withdraw from the Agreement, said entity shall provide thirty (30) days prior written notice to each party of this Agreement.

8. This Agreement may be terminated at any time, by mutual and complete agreement between all parties hereto, or by thirty (30) days prior written notice to each party of this Agreement. Any funds not expended by OLE shall be returned to the parties on a prorate basis.
9. This Agreement shall not be assigned by any party without prior written consent of the other parties.

10. All notices and/or reports required under this Agreement shall be delivered by United States mail, overnight express, or hand delivery to the following offices.

For Osceola County:

County Manager
1 Courthouse Square, Ste. 4700
Kissimmee, FL 34741

County Attorney
1 Courthouse Square, Ste. 4200
Kissimmee, FL 34741

For St. Cloud:

City
Manager
City Hall
1300 Ninth Street
St. Cloud, FL 34769

City Attorney
City Hall
1300 Ninth Street
St. Cloud, FL. 34769

For the School Board:

Office of the Superintendent
817 Bill Beck Blvd., Building 1000
Kissimmee, FL 34744

School Board Attorney Sarah Wallestein Koren, Esquire
817 Bill Beck Blvd., Building 1000
Kissimmee, FL 34744

For Kissimmee:

City Manager
City Hall
101 Church Street
Kissimmee, FL 34741

City Attorney
City Hall
101 Church Street
Kissimmee, FL 34741

For OLE

Osceola Legislative Effort, Inc.
1425 E. Vine Street
Kissimmee, FL 34744

11. This Agreement shall be governed by, and construed under, the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. Any legal proceedings arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division.

12. OLE agrees to indemnify, defend, and hold harmless the COUNTY, ST. CLOUD, KISSIMMEE, AND THE SCHOOL BOARD from any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suit proceedings, actions and costs of actions, including attorney's fees, at the trial, appellate and administrative levels, of any kind and nature, arising directly or indirectly from or out of any negligent act or omission of OLE arising out of or in any way connected with the performance of this Agreement by OLE, or because of or due to the existence of this Agreement itself.

13. Nothing herein is intended to serve, nor shall it be construed, as a waiver, express or implied, sovereign immunity by any party, agency, or political subdivision to which sovereign immunity is applicable. Further, without limitation, nothing herein modifies the rights of the parties and the limits of liability set forth in Section 768.28 Florida Statutes.

14. The parties agree that no action may be commenced or maintained unless all conditions precedent pursuant to this Agreement or set forth by law have been satisfied by the complaining party. The parties agree that non-binding mediation should be attempted prior to filing suit. All parties shall be responsible for their own attorney's fees and costs.

15. In the performance of this Agreement, OLE shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. For purposes of this Agreement, books, records, and accounts shall refer to all information, materials and data of every kind and character, including hard copy and computer-readable data, where applicable, and shall include, without limitations, documents, recordings, agreements, contracts, commitments, arrangements, notes, journals, diaries, reports, receipts, memoranda, correspondence, written policies and procedures, expense records, and any other documents and sources of information that may in the parties' judgement have any bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. 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 any authorized representative of the COUNTY, ST. CLOUD, KISSIMMEE and the SCHOOL BOARD, an shall be retained by OLE for a period of five (5) years after termination or completion of the Agreement or until the full audit is complete, whichever comes first. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD shall retain the right to audit the books during the five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD also have the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether OLE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY, ST. CLOUD, KISSIMMEE and the SCHOOL BOARD. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD have the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination. If OLE received notifications of a dispute or the commencement of litigation or other proceeding regarding any services performed under this Agreement within this five (5) year period, then OLE shall continue to maintain all books, records, and accounts in accordance with this paragraph until final resolution of the dispute, litigation, or other proceeding.

16. **Public Records Act/Chapter 119 Requirements**

IF OLE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, 817 BILL BECK BOULEVARD, KISSIMMEE, FLORIDA 34744, PHONE: (407) 870-4600, EMAIL: PUBLICRECORDS@OSCEOLASCHOOLS.NET.

OLE 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 OLE will act on behalf of the PARTIES, as provided under section 119.011(2), Florida Statutes, OLE, 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 by the PARTIES to perform the service.

2. Upon request from the PARTIES' custodian of public records, provide the PARTIES 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 OLE does not transfer the records to the PARTIES.

4. Upon completion of the contract, transfer, at no cost, to the PARTIES all public records in possession of OLE or keep and maintain public records required by the PARTIES to perform the service. If OLE transfers all public records to the PARTIES upon completion of the contract, OLE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OLE keeps and maintains public records upon completion of the contract, OLE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the PARTIES, upon request from the PARTIES' custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

S. If OLE does not comply with a public records request, the PARTIES shall enforce the contract provisions in accordance with the Agreement.

17. There are no third-party beneficiaries created or entitled by this Agreement, and only the specific parties hereto shall have any rights or standing to enforce this Agreement or any provision thereof.

18. The parties to this Agreement hereby expressly waive and forego all rights to trial by jury to the fullest extent allowed by law.

19. This Agreement sets forth the entire Agreement between the parties. There are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be modified, superseded or otherwise altered except by prior written agreement duly executed by all the parties.

20. If any item or provision of this Agreement, or the applications thereof to any persons or circumstances shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms and provisions shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted bylaw.

21. All Board of Directors meetings shall be held in accordance with the Florida Statutes 286.

22. This Agreement may be executed in five (5) original counterparts to expedite its Implementation and effective date.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

OSCEOLA COUNTY
COUNTY MANAGER

BY: _____ ATTEST: _____
Don Fisher, Osceola County Manager Deputy Clerk

Date: _____

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

CITY OF ST. CLOUD

BY: _____ ATTEST: _____
Veronica Miller, City Manager City Clerk

Date: _____

Approved as to form and legality

_____
City Attorney

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

CITY OF KISSIMMEE

BY: _____ ATTEST: _____
Mike Steigerwald, City Manager City Clerk

Date: _____

Approved as to form and legality

_____
City Attorney

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

THE SCHOOL BAORD OF OSCEOLA COUNTY, FLORIDA

BY: _____ ATTEST: _____
Superintendent Dr. Mark Shanoff School Board Clerk

Date: _____

Approved as to form and legality

_____
School Board Attorney

ITEM 7.H
Purchase of annual budgeted computer equipment

Request

Approval to purchase Fiscal Year 2025-26 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 2025-26 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 2025-26 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.I
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 or junked and have not previously been approved for disposition by the City Commission. These items will be placed up for auction via George Gideon Auctioneers, Inc. online auction unless otherwise desired by other local governments for purchase at fair market value.

All items from the City's Information Technology Department will go to auction via A-1 Assets.

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 2025 Asset Disposal

City of Kissimmee
Surplus Property Auction List
Oct-25 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION		MODEL	SERIAL #	CITY #
PR216	2008 FORD F250	PR216		1FTSW20568EE12212	23026
PR320	2018 TORO WORKMAN	PR320		401390605	24318
DR001	STONE CONCRETE MIXER	DR001		4798221	12044
ST020	2006 CHEVY 1/2 TON PICKUP	ST020		2GCK13286126	19653
ST158	2012 FORD 1/2 TON PICKUP	ST158			22049
ST186	2017 HUSTLER MOWER	ST186		17044971	24300
SW020	2012 POWER BUGGY	SW020		121003	22404
SW006	BOMAG PLATE COMPACTOR	SW006		2147483647	23043
SW090	2001 STONE CONCRETE MIXER	SW090		112001280	17248
SW107	BOMAG PLATE PACKER	SW107		101630164563	27254
CITY MANAGER	2 - UNKNOWN BRAND SNACK MACHINES				N/A
CITY MANAGER	ALL SPORT SODA VENDING MACHINE				N/A
CITY MANAGER	EPSON WPRKFORCE PRO WF - 4630 COPIER				N/A
CITY MANAGER	TABLE METAL				N/A
CITY MANAGER	MODULAR SHELF UNIT WITH PARTITION				N/A
CITY MANAGER	MOTOROLA RADIO XTS5000			721CGF2074	19703
CITY MANAGER	MOTOROLA RADIO XTS5000			721CJD2970	20101
CITY MANAGER	SCANNER - FUJITSU			ACRHA17909	23369
CITY MANAGER	DESKTOP - DELL OPTIPLEX			CK5BMN2	24686
CITY MANAGER	IPAD - APPLE PRO 12			DLXY3A09K7M	25255
CITY MANAGER	DESKTOP - DELL OPTIPLEX			63C4DX1	22609
CITY MANAGER	SCANNER - FUJITSU			AAFDA00326	22979
CITY MANAGER	LAPTOP - DELL LATITUDE			166VVT2	25363
CITY MANAGER	DESKTOP - DELL OPTIPLEX			CJ8R13	25665
CITY MANAGER	DESKTOP - DELL OPTIPLEX			CLG7R13	25666
CITY MANAGER	LAPTOP - DELL LATITLUDE			5VCCSG3	26440
CITY MANAGER	CC0501-ONE MASTER CONTROL STAT				18996

CITY MANAGER	LAPTOP SONY VAIO AR190G			19221
CITY MANAGER	LAPTOP - MICROSOFT SURFACE PRO			24907
DEV SERV	6 TALL FILE CABINETS			N/A
DEV SERV	MODULAR DECK BASE			N/A
DEV SERV	3 SMALL METAL FILING CABINETS			N/A
DEV SERV	4X8 UTILITY TABLE			N/A
DEV SERV	DESK HUTCH BASE AND BOOKSHELF			N/A
DEV SERV	MODULAR DESK			N/A
FIRE	FORD F250 TAILGATE			N/A
FIRE	DESKTOP - DELL OPTIPLEX		B2MP053	25936
FIRE	DESKTOP - DELL OPTIPLEX		FQ0P1V3	27143
FIRE	LAPTOP - DELL LATITUDE			25800
FIRE	LAPTOP - DELL LATITUDE			25813
FIRE	LAPTOP - DELL LATITUDE			26378
FIRE	LAPTOP - DELL LATITUDE			26744
FIRE	SURFACE PRO			25679
FIRE	LAPTOP - DELL LATITUDE		8MY5YH2	20946
FIRE	LAPTOP - DELL LATTITUDE			22382
FIRE	MDC PANASONIC			22778
PARKS & REC	MOTOROLA RADIO			21487
PARKS & REC	MOTOROLA RADIO			21918
PARKS & REC	MOTOROLA RADIO			21485
PARKS & REC	MOTOROLA RADIO			19932
PARKS & REC	MOTOROLA RADIO			19933
PARKS & REC	MOTOROLA RADIO			11828
PARKS & REC	MOTOROLA RADIO APX900		90Q468G114887	24540
PARKS & REC	MOTOROLA RADIO APX900		837CXD0582	26361
PARKS & REC	MOTOROLA RADIO APX900		500027B2D62	25732
PARKS & REC	MOTOROLA RADIO APX900		837CXD0586	26365
PARKS & REC	MOTOROLA RADIO APX900		837CXD0581	26360
PARKS & REC	MOTOROLA RADIO APX1000		837CSZ0040	24159
PARKS & REC	MOTOROLA RADIO APX 900		837CVF1895	25604
PARKS & REC	MOTOROLA RADIO XTS5000		721CGZ2429	19961
PARKS & REC	MOTOROLA RADIO XTS5000		721CGZ2428	19212
PARKS & REC	MOTOROLA RADIO XTS5000		721CGZ2422	19206
PARKS & REC	MOTOROLA RADIO XTS5000		721CJD2962	20092
PARKS & REC	MOTOROLA RADIO APX1000		5000016071D4	14050
PARKS & REC	MOTOROLA RADIO APX900		837CVV1411	25736
PARKS & REC	MOTOROLA RADIO XTS5000		721CGZ2411	19195
PARKS & REC	MOTOROLA RADIO XTS5000		721CHK0557	19954

PARKS & REC	PANASONIC MOBILE DIG COMPUTER		6AKSB02603	19581
PARKS & REC	FOLDING PING PONG TABLE			N/A
PARKS & REC	2 PORTABLE SOCCER GOALS			N/A
PARKS & REC	2 PORTABLE BASKETBALL HOOPS			N/A
PARKS & REC	6 TUMBLING MATS			N/A
PARKS & REC	COPIER - KONICA MINOLTA BIZHUB			14062
POLICE	LAPTOP - DELL			26288
POLICE	LAPTOP - DELL			26297
POLICE	POWERTECH PULLUP/DIP MACHINE			N/A
POLICE	BODY SMITH SQAT RACK			N/A
POLICE	HAMMER STRENGTH CALF MACHINE			N/A
POLICE	PRINTER - RICOH AFICIAO		9448500055P	22982
POLICE	CYBEX AB MACHINE			22753
POLICE	LANDICE ELLIPTIMILL			21128
POLICE	DYNABODY SMITH MACHINE			17196
POLICE	RAPTOR PRO MAXIMA			23681
POLICE	LAPTOP - DELL LATITUDE			23895
POLICE	MDC - GETAC			25356
POLICE	DESKTOP - DELL OPTIPLEX			25364
POLICE	DESKTOP - DELL OPTIPLEX			25369
POLICE	DESKTOP - DELL OPTIPLEX			25370
POLICE	DESKTOP - DELL OPTIPLEX			25371
POLICE	DESKTOP - DELL OPTIPLEX			25372
POLICE	DESKTOP - DELL OPTIPLEX			25373
POLICE	DESKTOP - DELL OPTIPLEX			25374
POLICE	DESKTOP - DELL OPTIPLEX			25375
POLICE	DESKTOP - DELL OPTIPLEX			25376
POLICE	LAPTOP - DELL LATITUDE			25381
POLICE	DESKTOP - DELL OPTIPLEX			25388
POLICE	LAPTOP - DELL LATTITUDE			25389
POLICE	LAPTOP - APPLE MACBOOK PRO			25623
POLICE	MDC - GETAC			25752
POLICE	MDC - GETAC			25753
POLICE	MDC - GETAC			25754
POLICE	MDC - GETAC			25755
POLICE	MDC - GETAC			25756
POLICE	MDC - GETAC			25757
POLICE	MDC - GETAC			25758
POLICE	MDC - GETAC			25759
POLICE	MDC - GETAC			25760

POLICE	MDC - GETAC			25763
POLICE	MDC - GETAC			25767
POLICE	MDC - GETAC			25768
POLICE	MDC - GETAC			25769
POLICE	MDC - GETAC			25770
POLICE	MDC - GETAC			25771
POLICE	MDC - GETAC			25772
POLICE	MDC - GETAC			25773
POLICE	MDC - GETAC			25774
POLICE	MDC - GETAC			25775
POLICE	MDC - GETAC			25776
POLICE	MDC - GETAC			25777
POLICE	MDC - GETAC			25778
POLICE	MDC - GETAC			25779
POLICE	MDC - GETAC			25780
POLICE	MDC - GETAC			25781
POLICE	MDC - GETAC			25782
POLICE	MDC - GETAC			25784
POLICE	MDC - GETAC			25785
POLICE	MDC - GETAC			25786
POLICE	MDC - GETAC			25787
POLICE	MDC - GETAC			25814
POLICE	TABLET - MICROSOFT PRO 15			25940
POLICE	MDC - GETAC			26143
POLICE	LAPTOP - DELL LATTITUDE			26282
POLICE	LAPTOP - DELL LATTITUDE			26286
POLICE	LAPTOP - PRECISIO			21169
POLICE	DESKTOP - DELL OPTIPLEX			22810
POLICE	DESKTOP - DELL OPTIPLEX			23754
POLICE	LAPTOP - HP PROBOOK			24263
POLICE	LAPTOP - DELL LATTITUDE			25391
POLICE	DESKTOP - DELL OPTIPLEX			25810
POLICE	DESKTOP - DELL OPTIPLEX			25811
POLICE	SURFACE PRO			25911
POLICE	SURFACE PRO			25941
POLICE	LAPTOP - DELL LATTITUDE			26288
POLICE	LAPTOP - DELL LATTITUDE			26297
POLICE	DESKTOP - DELL OPTIPLEX			25364
POLICE	MDC - GETAC			26151
POLICE	MDC - GETAC			26156

POLICE	DESKTOP - DELL OPTIPLEX			26257
POLICE	DESKTOP - DELL OPTIPLEX			25287
POLICE	DESKTOP - DELL OPTIPLEX			26374
POLICE	LAPTOP - DELL LATTITUDE			23451
PW/ADMIN	DESKTOP - DELL OPTIPLEX 7070			25956
PUBLIC WORKS	7 - 2 DOOR UPPER OFFICE CABINETS			N/A
PUBLIC WORKS	DEWALT TABLE SAW			N/A
PW/FACILITIES	4 BALLAST			N/A
PW/FACILITIES	FILE CABINET			N/A
PW/FACILITIES	BROTHER PRINTER			N/A
PW/FACILITIES	7 BOXES - POLYSEAL TOP BAG MULTI SIZE			N/A
PW/FACILITIES	4 - DYMO D1 LABEL CASSETTE			N/A
PW/FACILITIES	8 - ZEBRA 509 HIGH PREFORMANCE RIBBON			N/A
PW/FACILITIES	GBC COMMERCIAL BINDING	16-DBI		N/A
PW/FACILITIES	GBC COMMERCIAL BINDING	460KM-1		11757
PW/FACILITIES	GBC	111PM		11894
PW/FACILITIES	MULTI WHISPER JOG	400AM		N/A
PW/FACILITIES	10 BOXES - HANGING FOLDERS			N/A
PW/FACILITIES	MULTI SIZE PLASTIC COMBS/SPINES			N/A
PW/FACILITIES	USI IMAGE CREATORS	ARL-18		15286
PW/FACILITIES	PRINTER - HP OFFICEJET 7000			N/A
PW/FACILITIES	WOODEN BOOKSHELF			N/A
PW/FACILITIES	BIOHAZARD TRUE FREEZER			19828
PW/FACILITIES	REFRIGERATOR - WHITE FRIGIDAIRE			N/A
PW/DRAINAGE	COPIER - KONICA MINOLTA BIZHUB			24086
PW/DRAINAGE	4 WHEEL DRIVE EXT		N9C529506	20444
PW/DRAINAGE	PW0135-HESTER 84" HEAVY DUTY B		100056	17211/24507
PW/SIDEWALKS	POWER SKREET VIBRATOR FOR CONCRETE			12695
PW/SIDEWALKS	PENCIL TIP VIBRATOR FOR CONCRETE			18978
PW/SIDEWALKS	MULTIQUIP MIKASA PLATE COMPACTOR			23586
PW/SIDEWALKS	YAMAHA YG GENERATOR			28067
PW/STREETS	PW0405-LIFTGATE, TOMMY GATE LI		24491	23046/24497
PW/STREETS	DESKTOP - DELL OPTIPLEX 5000			27223
PW/STREETS	MOTOROLA RADIO BASE			25717
PW/STREETS	ICE-O-MATIC			20614
PW/STREETS	TOMMY GATE LIFT			21532
PW/STREETS	COPIER - KONICA MINOLTA BIZHUB			23303
PW/STREETS	GENERAC GENERATOR			12736
PW/STREETS	WACKER NEUSON			N/A
PW/STREETS	TROY BUILT GENERATOR	3550		N/A

PW/STREETS	GENERAC WHEELHORSE GENERATOR			N/A
PW/STREETS	BOMAG PLATE PACKER			17465
PW/TRAFFIC	LAPTOP - DELL LATTITUDE			16295

City of Kissimmee
Surplus Property Auction List
Oct-25 A-1 ASSETS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
INFO TECH	Cisco Hard Drive			14-1061688
INFO TECH	Cisco Hard Drive			14-1061689
INFO TECH	Cisco Hard Drive			14-1061690
INFO TECH	Cisco Hard Drive			14-1061691
INFO TECH	Cisco Hard Drive			14-1061692
INFO TECH	Cisco Hard Drive			14-1061693
INFO TECH	UPS Backup			14-1072177
INFO TECH	BOCA THERMAL PRINTER			14059
INFO TECH	LAPTOP - APPLE MBP 15			15-1114465
INFO TECH	Workstation - HP SB Z230			15-1118638
INFO TECH	Workstation - HP SB Z230			15-1118640
INFO TECH	LAPTOP - APPLE - MACBOOK APPLE MBP 15"			15-1119717
INFO TECH	LAPTOP - Dell Latitude E5550/5550			15-1119718
INFO TECH	SERVER - Dell - POWEREDGE R630			15-1122317
INFO TECH	PRINTER - ZEBRA RW-420			16-1122448
INFO TECH	TABLET - MICROSOFT SURFACE PRO 4			16-1122924
INFO TECH	DESKTOP - DELL OPTIPLEX 3030			16-1122928
INFO TECH	REPLACEMENT CISCO BLADES			16-1122938
INFO TECH	REPLACEMENT CISCO BLADES			16-1122939
INFO TECH	PRINTERS			16-1127165
INFO TECH	PRINTERS			16-1127193
INFO TECH	ST1820 - WIDE AREA NETWORK			18-001817
INFO TECH	PD0405 DELL WORKGROUP LASER PR			18749
INFO TECH	DS0405-VIEWSONIC LCD PROJECTOR			18998
INFO TECH	A-FLEX WEBEX			19-1141674
INFO TECH	VIEWSONIC MONTIORS			19-1159831
INFO TECH	DESKTOP - DELL OPTIPLEX 390			19378
INFO TECH	VEHICLE ADAPTER			20-1174681
INFO TECH	VEHICLE ADAPTER			20-1174774
INFO TECH	VEHICLE ADAPTER			20-1174779
INFO TECH	VEHICLE ADAPTER			20-1174780
INFO TECH	VEHICLE ADAPTER			20-1174785
INFO TECH	VEHICLE ADAPTER			20-1174806
INFO TECH	WARRANTY FOR 25801			20-1177409

INFO TECH	SHIPPING			20-1177785
INFO TECH	PC - DELL STORAGE			20-1187975
INFO TECH	CISCO CATALYST 3750G-48PS SMI			20000
INFO TECH	SERER-KANGAROO DVD DUPLICATOR			20574
INFO TECH	FUJITSU FB SCANER 90PPM			21173
INFO TECH	CISCO SWITCH-UCS 6120XP			21661
INFO TECH	CISCO BLADE CHASSIS-UCS 5108			21663
INFO TECH	LAPTOP - MACBOOK PRO 15			21664
INFO TECH	LAPTOP-MACBOOK PRO 15			21665
INFO TECH	SERVER-HP DL360			21667
INFO TECH	CISCO 3560 SWITCH			21671
INFO TECH	CISCO 3560 SWITCH			21830
INFO TECH	LAPTOP MAC - MB AIR 13.3			21838
INFO TECH	CISCO CATALYST 3560G-24PS			21984
INFO TECH	CISCO CATALYST 3560G-24PS			21986
INFO TECH	MDC - DELL LATITUDE 5404			22299
INFO TECH	DESKTOP - DELL OPTIPLEX 390			22322
INFO TECH	DESKTOP - DELL - OPTIPLEX 990			22359
INFO TECH	DESKTOP - DELL - OPTIPLEX 390			22362
INFO TECH	LAPTOP - DELL - LATITUDE E5520			22478
INFO TECH	LAPTOP - APPLE MACBOOK PRO			22611
INFO TECH	SERVER - HP PROLIANT DL360e			22654
INFO TECH	SERVER - HP ProLiant DL360e			22667
INFO TECH	Alvarion AU Tsunami MP-8250			22928
INFO TECH	PROXIM AU MP-8250			22961
INFO TECH	Server PowerVault NX3200			22964
INFO TECH	SAMSUNG 50" LED TV			22987
INFO TECH	Desktop Dell Optiplex 3011			23103
INFO TECH	DESKTOP - DELL OPTIPLEX 3030			23376
INFO TECH	DESKTOP - DELL - 3030			23382
INFO TECH	DESKTOP - DELL - 3030			23383
INFO TECH	Laptop Dell Latitude E5550			23453
INFO TECH	PRINTER - DELL C3765DNF			23598
INFO TECH	LAPTOP - DELL LATITUDE E5550			23651
INFO TECH	MDC - GETAC B300			23833
INFO TECH	MDC - GETAC B300			23839
INFO TECH	MDC - GETAC B300			23861
INFO TECH	DESKTOP - DELL OPTIPLEX 9020			23876
INFO TECH	SERVER - DELL POWEREDGE R630			24036
INFO TECH	SERVER - DELL POWEREDGE R630			24037

INFO TECH	SERVER - DELL POWEREDGE R630			24038
INFO TECH	PRINTER - HP LASERJET CP5225DN			24046
INFO TECH	VIDEO ENCODER - 8 PORT STANDALONE			24200
INFO TECH	VIDEO ENCODER - 8 PORT STANDALONE			24201
INFO TECH	VIDEO ENCODER - 8 PORT STANDALONE			24202
INFO TECH	VIDEO ENCODER - 8 PORT STANDALONE			24203
INFO TECH	VIDEO ENCODER - 8 PORT STANDALONE			24206
INFO TECH	VIDEO ENCODER - 8 PORT STANDALONE			24208
INFO TECH	VIDEO ENCODER - 8 PORT STANDALONE			24211
INFO TECH	WORKSTATION - HP SB Z240			24227
INFO TECH	DESKTOP - DELL OPTIPLEX 7040			24250
INFO TECH	DESKTOP - DELL OPTIPLEX 3040			24369
INFO TECH	LAPTOP - DELL LATITUDE 3580			24434
INFO TECH	SERVER - DELL POWEREDGE R630			24462
INFO TECH	I-PAD - APPLE PRO 105			24566
INFO TECH	APPLE IPAD PRO			24664
INFO TECH	APPLE IPAD PRO			24678
INFO TECH	DESKTOP - DELL OPTIPLEX 3050			24709
INFO TECH	MDC - GETAC B300			24723
INFO TECH	DESKTOP - DELL OPTIPLEX 3050			24871
INFO TECH	LAPTOP - DELL LATITUDE 3590			24875
INFO TECH	WORKSTATION - HP SB Z240			24887
INFO TECH	LED TV - SHARP 70"			24916
INFO TECH	LAPTOP - APPLE - MACBOOK PROMacBook			24917
INFO TECH	BRIDGE - CS-TOUCH10+			25243
INFO TECH	DESKTOP - DELL OPTIPLEX 7060			25244
INFO TECH	DESKTOP - DELL OPTIPLEX 7060			25259
INFO TECH	DESKTOP - DELL OPTIPLEX 7060			25263
INFO TECH	DESKTOP - DELL OPTIPLEX 7060			25264
INFO TECH	SURFACE - SURFACE PRO 6			25269
INFO TECH	DESKTOP - DELL OPTIPLEX 7070			25272
INFO TECH	DESKTOP - DELL OPTIPLEX 7070			25273
INFO TECH	DESKTOP - DELL OPTIPLEX 7060			25357
INFO TECH	DESKTOP - DELL OPTIPLEX 7060 (SA1900)			25377
INFO TECH	DESKTOP - DELL OPTIPLEX 7060 (SA1900)			25378
INFO TECH	LAPTOP - DELL LATTIUDE 5590			25380
INFO TECH	LAPTOP - DELL LATTIUDE 5590			25382
INFO TECH	LAPTOP - DELL LATTIUDE 5590			25383
INFO TECH	LAPTOP - DELL LATTIUDE 5590			25385
INFO TECH	LAPTOP - DELL LATTIUDE 3590			25386

INFO TECH	LAPTOP - DELL LATITUDE 5590			25390
INFO TECH	LAPTOP - DELL LATITUDE 5590			25393
INFO TECH	LAPTOP - MSI GE63			25622
INFO TECH	DESKTOP - DELL OPTIPLEX 7070			25638
INFO TECH	DESKTOP - DELL OPTIPLEX 7070			25642
INFO TECH	DESKTOP - DELL OPTIPLEX 7070			25643
INFO TECH	DESKTOP - DELL OPTIPLEX 7070			25645
INFO TECH	DESKTOP - DELL OPTIPLEX 7070			25646
INFO TECH	DESKTOP - DELL OPTIPLEX 7070			25647
INFO TECH	DESKTOP - DELL OPTIPLEX 7070			25648
INFO TECH	LAPTOP - DELL PRECISION 5540			25650
INFO TECH	WORKSTATION - HP SB PRODESK 600			25653
INFO TECH	MDC - GETAC B300G7			25661
INFO TECH	MDC - GETAC B300G7			25662
INFO TECH	LAPTOP - DELL LATITUDE 3500			25667
INFO TECH	MDC - GETAC B300G7			25761
INFO TECH	MDC - GETAC B300G7			25762
INFO TECH	MDC - GETAC B300G7			25764
INFO TECH	MDC - GETAC B300G7			25765
INFO TECH	MDC - GETAC B300G7			25766
INFO TECH	WORKSTATION - HP SB 600			25801
INFO TECH	LAPTOP - MICROSOFT SURFACE 3			25904
INFO TECH	LAPTOP - MICROSOFT SURFACE 3			25905
INFO TECH	LAPTOP - MICROSOFT SURFACE 3			25906
INFO TECH	LAPTOP - DELL LATITUDE 3800			25907
INFO TECH	DESKTOP - DELL OPTIPLEX 7070			25917
INFO TECH	CPU ONLY - OPTIPLEX 7070			25919
INFO TECH	LAPTOP - APPLE MACKBOOK PRO			25965
INFO TECH	LAPTOP - SURFACE 3			26247
INFO TECH	LAPTOP - SURFACE 3			26248
INFO TECH	LAPTOP - SURFACE 3			26249
INFO TECH	LAPTOP - DELL LATITUDE 5424			26279
INFO TECH	BRIDGE - APC SMART-UPS			26392
INFO TECH	MDC - GETAC B360			26403

City of Kissimmee
Surplus Property Auction List
Oct-25 DONATED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
INFO TECH	DESKTOP - DELL OPTIPLEX 390		6HT58V1	22321
INFO TECH	DESKTOP - DELL OPTIPLEX 3011		HV96BY1	22767
INFO TECH	DESKTOP - DELL OPTIPLEX 3011		HV95BY1	22768
INFO TECH	DESKTOP - DELL OPTIPLEX 3011		HV98BY1	22771
INFO TECH	DESKTOP - DELL OPTIPLEX 3011		HV9FBY1	22772

City of Kissimmee
Surplus Property Auction List
Oct-25 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
CITY MANAGER	NOMADIC DISPLAY			12603
CITY MANAGER	NOMADIC DISPLAY			12605
CITY MANAGER	NOMADIC DISPLAY			12606
CITY MANAGER	CM0107 - JVC CAMERA			17575
CITY MANAGER	CM0015 - PANASONIC BROADCASTIN			17727
CITY MANAGER	SONY MONITOR 18IN.			23525
CITY MANAGER	PANASONIC CAMERA PACKAGE			18107
CITY MANAGER	CM0108 - PANASONIC CAMERA PACK			18108
CITY MANAGER	CM0510-CAMERA EXTENSION			14056
CITY MANAGER	GLIDE CAMERA STABILIZATION SYS			19038
CITY MANAGER	MEDIA STORAGE DEVICE ADAPTEC S			19602
CITY MANAGER	SERVER ADAPTEC SNAP S50 - SAS			20304
CITY MANAGER	DUPLICATOR CD/DVD REFLEX DUPLI			20162
CITY MANAGER	HEADSET KIT-PORTABLE			20380
CITY MANAGER	PLAYBACK SYSTEM FOR ACCESS OS			22253
CITY MANAGER	CM1106-HARD DRIVES FOR SNAP SV			22457
CITY MANAGER	CAMERA CANON XL2DV CAMCORDER W			22352
CITY MANAGER	CM0406- VIDEO CAMERA			22459
CITY MANAGER	HGH DEF CAM W/10" LCD LYNX MON			22138
CITY MANAGER	CM0309-SHIPPING			00004897-002
CITY MANAGER	CM0309-EXTERNAL TUNER			00004897-003
CITY MANAGER	CM0309-EXTERNAL TUNER			00004897-004
CITY MANAGER	CM0306-2 VIDEO LIGHTING KITS			5302
CITY MANAGER	CM1404 - Access Osceola Studio Set			14-1094982
CITY MANAGER	CM1404 - ACCESS OSCEOLA SET/STUDIO UPGRA			16-1122565
CITY MANAGER	CM1205 - STUDIO LIGHTING KIT			16-1122707
CITY MANAGER	CM2208 - ACCESS OSCEOLA RENOVATION			21001555
CITY MANAGER	CM2208 - ACCESS OSCEOLA RENOVATION			21001560
CITY MANAGER	CM2208 - CARPET REPLACE ACCESS OSCOLA			21001859
CITY MANAGER	SONY HDV CAMERA			20453
CITY MANAGER	CM0107 - VIDEO EDITING WORKSTA			22463
CITY MANAGER	FIELD VIEW PRODUCTION MONITOR			24266
CITY MANAGER	VIDEO RECEIVER			25124
FIRE	PUMP COMACT DUO			20345

FIRE	EMERGENCY RESPONSE KIT			20160
FIRE	MOTOROLA RADIO XLT5000			21462
FIRE	K12 SAW			23745
FIRE	HYDRA RAM			19315
FIRE	HOLMATRO 4050 CUTTER			21421
FIRE	MOTOROLA RADIO XLT5000			21450
FIRE	MOTOROLA RADIO XLT5000			21462
FIRE	MOTOROLA RADIO XLT5000			21465
FIRE	MOTOROLA RADIO XLT5000			21723
FIRE	MOTOROLA BASE STATION			21724
FIRE	MOTOROLA RADIO XLT5000			21340
PARKS	MOTOROLA RADIO APX900		837CVV1408	25733
PARKS	AED			24730
PARKS	IPAD APPLE PRO 10.5			25256
PARKS	AED			25616
PARKS	DOUBLE SIDED BULLETIN			25853
PARKS	TROPHY DISPLAY CASE			15301
PARKS	STORAGE SHED 12X24			22441
POLICE	PD0047-SPY UNIT			16334
POLICE	PD0047-SOPROMA DLP			18509
POLICE	MOTOROLA RADIO XTS5000			19672
POLICE	MOTOROLA RADIO XTS5000			21274
POLICE	BALLISTIC SHIELD - SPARTAN			24483
POLICE	BALLISTIC SHIELD - SPARTAN			24482
POLICE	REFRIGERATOR (REACHIN)		7277548	19831
POLICE	CENTRAL VACUUM SYSTEM			16448
POLICE	FUMING CHAMBER SET			16240
POLICE	GUN SHOT RESIDUE TESTER		XCAT11006D0	24480
POLICE	PORTABLE PA SYSTEM		CGPG12003078	22480
POLICE	HIGH BACK BLACK LEATHER CHAIR			24628
POLICE	DVD/BLU RAY BACK UP ROBOT			23816
POLICE	MOBILE FINGERPRINT RAPID ID		BC2U6318	22740
POLICE	MOTOROLA RADIO APX6000		481CQX2963	23183
POLICE	RAPID ID FIXED UNIT		110104411	22742
POLICE	CAMERA CANNON EOS 60			19822
POLICE	CAMERA CANNON EOS 60			19823
POLICE	CAMERA CANNON EOS 60			25701
POLICE	CAMERA CANNON EOS 60			25708
POLICE	MOTOROLA RADIO XTL5000			21370
POLICE	MOTOROLA RADIO XTL5000			19924

POLICE	MOTOROLA RADIO			20725
POLICE	MOBILE RADIO XTL 5000			21249
POLICE	MOBILE RADIO XTL 5000			21263
POLICE	PORTABLE MOBILE RADIO XTS5000M		721CKX1320	21274
POLICE	PORTABLE MOBILE RADIO XTS5000M		721CGF2040	19672
PW/ADMIN	CS0304-DELL P4 PROCESSOR 2.8GH			17631
PW/ENG	SW1410-Plant/Mulching of Master Pond			14-1095205
PW/ENG	SW1400 - STORMWATER STATION EQUIPMENT			14-1094970
PW/ENG	SW1411-CANTERBURY LN DR APPRAISAL REPORT			14-1094971
PW/ENG	SW1421 - 3rd Floor EN Office Partitions			14-1095010
PW/ENG	ST1314 - HANSEL PLANT CLEAN UP BY KUA			14-1095031
PW/ENG	SW1410 - Tree Installation			14-1095159
PW/ENG	SW1411 - Professional Services			14-1095202
PW/ENG	SW1410 - Consulting Services			14-1095203
PW/ENG	ST1314-HANSEL PLANT CHANGE ORDER T&M CHA			141061564
PW/ENG	ST9705 - FILING CABINET			12116
PW/ENG	PLANHOLD - MAP FILE			13243
PW/ENG	PENTAX THEODOLITE			13251
PW/ENG	KURTA 42X60 DIGITIZER			14627
PW/ENG	DCAPIPE NETWORK SOFTWARE			3776
PW/ENG	AUTO CAD UPGRADES			3797
PW/ENG	PW0106-AUTOCAD LAND AND DEV			3817
PW/ENG	PW0238-MICROSOFT SOFTWARE			3836
PW/ENG	SW1410-Plant/Mulching of Master Pond			14-1095206
PW/ENG	SW1410-Plant/Mulching of Master Pond			14-1095205
PW/ENG	SW0701 REPAIR OF ISCO SAMPLER			999901045
PW/ENG	SW0701 REPAIR OF ISCO SAMPLES			999901046
PW/ENG	SW0701 PROFESSIONAL SERVICES			999901052
PW/ENG	SW0701 DEVEL WATER QUAL MODEL			999901298
PW/ENG	SW0701 REPAIR MONIT STAT #10			999901306
PW/ENG	SW0701 STORMWATER MONITORING			999902183
PW/ENG	SW0701 MODEL 6092-50 FLD CABLE			999902184
PW/ENG	SW0701 ECONET INTERFACE BD			999902290
PW/ENG	SW0913-LUMBER & CEMENT			999903583
PW/ENG	SW0913			999903775
PW/ENG	SW0913 SUPPLIES			999903776
PW/ENG	SW0913-NUTS & BOLTS			999903777
PW/ENG	SW0913-CONNECTORS			999903778
PW/ENG	SW0913-YSI PRESSURE TRANSDUCER			999904952
PW/ENG	SW0913-80 LB CONCRETE MIX			999905209

PW/ENG	SW0913-GAL SQ 2.000X14GAX288			999905223
PW/ENG	SW1011 - 2" STD CAP			999905224
PW/ENG	SW1024-COPIES PLANS-DITCH PRJ			999905239
PW/ENG	SW1024-COPY/ PLANS DITCH PROJ			999905311
PW/ENG	SW1024-4000 PSI			999905343
PW/ENG	SW1024-4000 PSI #89 LS-F/A .44			999905367
PW/ENG	SW1024-4000 PSI #89 LS F/A .44			999905376
PW/ENG	SW1024-4000 PSI #89 LS F/A .44			999905391
PW/ENG	SW1024-4000 PSI #89 LS F/A 44			999905421
PW/ENG	SW1024-4000 PSI #89 LS F/A 44			999905438
PW/ENG	SW1024-4000 PSI #89 LS F/A 44			999905470
PW/ENG	SW1024-4000 PSI #89 LS FA 44 W			999905489
PW/ENG	SW1024-5500 PSI; # 89 LS; F/A;			999905580
PW/ENG	SW1024-COPY PLANS-CITY DITCH			999905600
PW/ENG	SW1024-COPY PLANS-E CITY DITCH			999905610
PW/ENG	SW1024-4000 PSI; #89 LS; F/A			999905611
PW/ENG	SW1024-4000 PSI-COARSE GROUT			999905661
PW/ENG	SW1111-YSI ECONET COMA MODEM			999905765
PW/ENG	SW1024-4000 PSI COURSE GROUT			999905783
PW/ENG	SW1024-4000 PSI COARSE GROUT			999905806
PW/DRAINAGE	iPAD - APPLE PRO 12.9"			26838
PW/STREETS	LEVEL - TOPCON 24X AUTO W/TRIP			12532
PW/TRAFFIC	PW0126-CONTROLLER/CABINET ASSE			17724
PW/TRAFFIC	8 PHASE CONTROLLER ASSEMBLY			23208
PW/TRAFFIC	Motorola Radio XTS2500			23201
PW/TRAFFIC	UNITERRUPTIBLE POWER SUPPLY A			22833
PW/TRAFFIC	UNITERRUPTIBLE POWER SUPPLY A			22832
PW/TRAFFIC	UPS-PIGGYBACK BACKUP CABINET			20608
PW/TRAFFIC	PIGGYBACK UPS SYSTEM			20157
PW/TRAFFIC	PIGGYBACK UPS SYSTEM			20156
PW/TRAFFIC	PW0417 UPS SIGNAL			18975
PW/TRAFFIC	TRAFFIC CONTROL CABINET /CNTRL			19213
PW/TRAFFIC	CABINET TS2/1 TYPE 6 SIZE 7			24479
PW/TRAFFIC	ECONOLITE R77 CABINET -TRAFFIC WAREHOUSE			27027
PW/TRAFFIC	FD9811 - PHASE SELECTOR			12854
PW/TRAFFIC	PW0326-POST PULLER (ON TR 58)			17720

City of Kissimmee
Surplus Property Auction List
Oct-25 CANNIBALIZED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
PARKS	LANCASTER SITE MITIGATION			21001893

City of Kissimmee
Surplus Property Auction List
Oct-25 LOST

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
PARKS	MOTOROLA PORTABLE RADIO APX900		837CXD0584	26363
PARKS	PR9704 - CABLE LOCATOR MODEL M			12219
PARKS	PR0005-WONDER BLOWER 13HP			16539
PARKS	PR0203-MITSUBISHI GENERATOR			17333
PARKS	PUSH BLOWER			22477
PARKS	MOTOROLA RADIO APX900			24542
PARKS	TRUCK TOPPER ON PR349			27468
PARKS	METAL DETECTOR			19394
PARKS	MOTOROLA APX1000 RADIO			14048
PARKS	MOTOROLA APX1000 RADIO			14049
PARKS	MOTOROLA APX1000 RADIO			14051
PARKS	CI0057-SPOTLIGHT (LARGE) SUPER			15317
PARKS	MOTOROLA RADIO AXP900 II			25602

City of Kissimmee
Surplus Property Auction List
Oct-25 STOLEN

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
PR338	2018 TORO WORKMAN HD PR338		40342246	25416
PR386	2022 HUSTLER HYPER 60 MOWER PR386		22091907	26541

ITEM 7.J
Request for Proposal 2025-012 and Neighborhood Stabilization Program New Construction Agreement - 2W Solutions Construction Corp/DBA 2W Solutions

Request

Approval to accept the response to the Request for Proposal (RFP) 2025-012 and authorize the Mayor to execute the Neighborhood Stabilization Program (NSP) New Construction Agreement between the City of Kissimmee and 2W Solutions Construction Corp/DBA 2W Solutions, contract #20250403.

Explanation

On January 1, 2019, the City Commission approved the purchase of the property located at 219 N Randolph Avenue. The property was purchased with NSP funds and the home was demolished with the intent of constructing a new single family unit with NSP funds.

RFP 2025-012 for Neighborhood Stabilization Program Design-Build Contractor Services was advertised on July 27, 2025 and opened on August 28, 2025. Only one proposal was received — from 2W Solutions Construction Corp/CBA 2W Solutions. The proposal was determined responsive and was accepted. 2W Solutions proposes to build a one-story, four bedroom, housing unit consisting of a total area of approximately 2,376 square ft. The contractor will be responsible for utilizing conceptual and as-built design drawings for the building and site improvements. The amount of NSP funds allocated for the construction of the house is $245,000. The project completion is estimated to be 180 days.

The completed home will be sold to an income-eligible household earning 80 percent or below of the area median income. When the home reaches at least 80% completion, the City will open an application period and conduct a lottery to determine the order of applicant review. More specifically, each eligible applicant will receive a lottery number. At least three numbers will be selected to ensure back-up options. The selected applicants will be given the opportunity to make an offer on the property in the order drawn. The City will announce the winning lottery numbers to ensure transparency in the process.

Additional purchase assistance may be available from the City and/or other agencies depending on the need to cover financing gaps for qualified buyers.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15025103-504914 15025106-506191 15025103-503131 15025106-506292	 DS2500	Decrease Decrease Decrease Increase	173,104 15,118.05 56,777.95 245,000	

Financial Summary:

City of Kissimmee

There is no fiscal impact to the General Fund since this is a grant funded project.

Recommendation

Accept the Response to the Request for Proposal 2025-012 and authorize the Mayor to execute the Neighborhood Stabilization Program (NSP) New Construction Agreement between the City of Kissimmee and 2W Solutions Construction Corp/DBA 2W Solutions.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):
1. RFP Response - 2WSolutions
2. (S) NSP Agreement for RFP 2025-012 - 219 N Randolph Street

* REQUEST FOR PROPOSALS *

I. The CITY OF KISSIMMEE is seeking SEALED PROPOSALS on the following:
Request for Proposals Number: **RFP2025-012 Neighborhood Stabilization Program Design-Build Contractor Services**

II. All proposals must be submitted in a SEALED envelope and plainly marked with the bid number on the exterior of the bid envelope, one (1) original, two (2) copies and one (1) electronic copy on CD or Flash Drive.

III. To be considered qualifications MUST be delivered OR mailed to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

And time stamped on or before 2:00 pm, August 26, 2025.

IV. All proposals shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida 34741 at 3:00 pm, August 26, 2025.

V. All proposals must be according to specifications and conditions, and on the forms provided herein.

VI. The Bidder's name and address shall be clearly shown on the exterior of the Sealed Envelope.

VII. The City of Kissimmee reserves the right to accept and/or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this proposal, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Bidders desiring a copy of the Abstract of Offers should include such request with a self-addressed stamped envelope in their proposal.

Brandon Durango
Purchasing Manager

Type text her

GENERAL REQUIREMENTS

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the proposer's acknowledgement that they are cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the proposer's schedule. Each proposer is responsible for the completeness and accuracy of their proposal. Proposals must show manual signatures by an individual authorized to offer such obligations and shall contain evidence of that person's authority to make such offers. Unsigned proposals will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the proposal. Proposers should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the proposal being declared non-responsive.

1.2 SUBMISSION OF PROPOSALS

All bids shall be submitted in a sealed envelope on the forms included with this solicitation with the bidder's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING

The unit price for each item being proposed will be shown on the Proposal Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Proposal Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dates must be shown on the proposal, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful proposer for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The proposer in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE PROPOSALS AND WITHDRAWL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.7 DISCOUNTS

Proposers may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest proposals offered. Any other discounts should be reflected in the unit price proposal.

1.8 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factors: price; quality of product offered; compliance with specifications; delivery; reputation of the proposal; previous contract' proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible proposer complying with the provisions of the invitation to Proposal, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and /or reject any or all proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the proposal which in its judgment, best services the interest of the City of Kissimmee. Proposers are cautioned that no communication with any City of Kissimmee employee involved in the evaluation process is authorized during the proposal evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Agent. Proposal awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any proposal. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Development Services Department, 101 Church Street Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the proposer. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the proposers request and at the proposers' expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the proposal. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished proposal packages. However, it shall be the proposer's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.15 PROPOSERS CERTIFICATION

By signature on this proposal, proposer certifies or in the case of a joint proposal each party certifies that:

A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this proposal.
B. That the proposer has not divulged or discussed his offer with other proposers.
C. Prices offered have been determined independently without collusion with other proposers for the purpose of restricting competition.
D. No attempt has been made to induce any potential proposer to submit or decline to submit an offer in response to this solicitation.

1.16 "NO PROPOSAL" RESPONSE

Vendors electing to not submit proposals in response to this solicitation should complete the attached "Notice to Proposers" form. Failure to return the form may result in your omission from future proposal lists.

1.17 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.18 CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and

the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Officer;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.19 PROTEST

Any protest must be made within three (3) days following posting of the proposal award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS:

2.1 PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.0l7, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 INDEMNITY

The Contractor will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

2.3 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street 4th Floor, Kissimmee, Florida 34741 **OR BY EMAIL** to procurement@kissimmee.gov not less than ten (10) days prior to the RFP opening date. Deadline for questions will be August 8, 2025 at 4:00 PM. This proposal contains pages 1- 83.

Phone inquiries will not be responded to.

However, unless modified by a written addendum issued by the Purchasing Coordinator, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Coordinator for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing to all vendors who have received bid packages.

2.4 No minor children are permitted to accompany bidders during pre-bid conferences, bid opening or site tour.

2.5 The purpose of this Solicitation is to establish a Contract for the City, for the Services as specified herein, from an entity that will provide prompt and professional service. Specifically, the purpose is to select a Provider to furnish NSP3 (Neighborhood Stabilization Program 3) Design-Build Contractor Services according to the Scope of Work, for the City. The City is herein requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Proposer", to provide the Services described herein for the City.

Selection criteria will include:

a) Rejection of Proposal.

1) The City may reject any Proposer's Proposal and award to the next highest scoring evaluated, responsive, responsible Proposer; or The City may reject and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."

2) The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, tax, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

1) A Proposal will only be considered from a firm that is regularly engaged in the business of providing the goods and/or services required by this Solicitation. The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the goods and/or services if awarded the Contract as a result of this Solicitation.

2) The City may conduct a pre-award qualification interview to determine if the Proposer possesses the requirement(s) as outlined in the above paragraph and is capable of performing the requirements of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance (experience) with the City or any other governmental entity in making the award of any Contract.

3) The City reserves the right to audit all records pertaining to and resulting from any award as a result of this Solicitation, financial or otherwise.

Qualified responses will be reviewed and ranked by an evaluation committee. Those firms short-listed may be selected for interviews and shall be prepared to make scheduled presentation to a pre-appointed evaluation committee, if required. The committee will recommend to the City Manager and City Commission its ranking firm and their recommendation for award of the bid for the Commission's approval.

2.6 The City of Kissimmee has a Local Vendor Preference Policy: When written bids, responses to request for proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price.

In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid.

2.7 NON-MANADATORY WORKSHOP:

Applicants are invited to attend a non-mandatory pre-bid workshop. Partnerships with other

construction-related entities will be essential to providing a comprehensive bid packet. The opportunity to network and ask questions will be given at the workshop. The workshop will be as follows:

August 5, 2025 2:00 PM
City of Kissimmee, City Hall – New Edition
Development Services Conference Room
101 Church Street
Kissimmee, FL 34741

3.0 SCOPE OF WORK:

Introduction
The City of Kissimmee is soliciting Requests for Proposals for Design-Build Contractor services for new construction of a residential single-family unit to be built on property owned by the City.

This project will be funded through the Neighborhood Stabilization Program. The Neighborhood Stabilization Program (NSP) is a federal program promulgated by the U.S. Department of Housing and Urban Development (HUD) to enable state and local governments to address the high rate of foreclosures impacting our communities.

The project consists of Contractor services at **219 Randolph Avenue, Kissimmee, FL 34741** (PROJECT). The City will not reimburse Proposers for costs incurred in the preparation, submittal and/or participation in the RFP process.

In responding to the RFP, the City is looking for approaches that will prioritize project activities and ensure accountability, responsibility, and deliver project activities on time and within budget.

3.1 PROJECT DESCRIPTION

Required Work and Services
Work and Services required of the Contractor include those during design, construction, and startup of the PROJECT. The Contractor shall provide all management, supervision, labor, services, equipment, tools, supplies, and any other items of every kind and description required for the complete design, construction, and successful completion of the PROJECT, as described in **"EXHIBIT A".**

3.2 CONTRACTOR SUBMISSION REQUIREMENTS:

3.2.1 General

The Contractor's interest in bidding this PROJECT shall be pre-qualified in one step through submission of their Proposal and all information required by this RFP.

3.2.1.1 The City desires to receive Proposals from only qualified and experienced firms who demonstrate significant knowledge and experience in designing and building residential homes, and extensive experience and successful performance on similar projects of comparable magnitude and scope.

3.2.1.2 The Proposal shall be concise, well organized, and demonstrate the Contractor's qualifications and experience applicable to the PROJECT. Any Proposal that does not comply with the formatting standards herein may not be considered.

3.2.2 Qualified consultants are required to submit one (1) original and two (2) copies and one (1) electronic copy on CD or Flash Drive of their Proposal. Cost of submission shall be borne by the applicant.

3.2.2.1 Qualifications of all persons that will be responsible for completing the work including their specific roles on the PROJECT and a demonstration of their ability to perform the work outlined in this request for proposals.

All partners who will be involved in the PROJECT must be identified in the RFP. If partners are sought at a later date, HUD and City of Kissimmee procurement procedures must be followed. For proposer and all partners, please include:

a. A list of projects demonstrating ability and history of successfully completing projects of this type, meeting projected deadlines, experience in similar work and associated project costs;
b. A sample of a similar project;
c. A list of all projects conducted which involved federal/state funds;
d. A summary of current workload and availability of key personnel;
e. A list of at least three references from clients of similar projects performed by this firm.

3.2.2.2 Innovative ideas that work within the parameters of the program are encouraged. Please provide suggested changes, if any, in the Scope of Work as outlined in this Request for Proposals.

3.2.2.3 A proposal showing how the funds will be spent on each of the elements of the scope. This should be the basis for your overall proposed budget.

3.2.2.4 A schedule for completing the work. If your firm is not located in Osceola County provide an estimate of the amount of time you expect to spend in Osceola County.

3.3 CONTENTS

3.3.1 Proposals submitted in response to this RFP shall be in the following order and shall include:

3.3.1.1 Addenda to this RFP, if any
3.3.1.2 Identification of the Contractor
3.3.1.3 Exceptions to this RFP, if any
3.3.1.4 Executive Summary
3.3.1.5 Experience and Technical Competence
3.3.1.6 Proposed Method to Accomplish the Work

3.3.1.7 Suitability of Project Design
3.3.1.8 Project Organization and Key Personnel
3.3.1.9 Financial Information and Arrangements

3.4 EVALUATION CRITERIA

Following the closing of the Solicitation, the Proposals will be evaluated by a Selection Committee appointed by the City. The Selection Committee may be comprised of any combination of the following types of individuals: City personnel and representatives (Consultants, Citizens, etc.) selected by the City, with the appropriate experience and/or knowledge, striving to ensure that the committee is well balanced.

The Selection Committee will first evaluate and rank responsive Proposals on the Proposal criteria listed below. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points for all Technical Proposal Criteria. A Proposer may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its Proposal, as judged by the Selection Committee in accordance with:

Criteria Points:

1) Proposer's and all Partner's Professional Experience 20
2) Proposer's and all Partner's federal/state Experience 15
3) Proposer's plan for accomplishing the goals 20
4) References 10

Price Proposal
The Selection Committee will then evaluate and rank responsive Proposals on the Price Proposal criteria listed below. The criterion is itemized for a maximum total of thirty-five (35) points for the Price Proposal. A Proposer may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its Price Proposal, as judged by the Selection Committee in accordance with:

1) Price Proposal and Budget 35

3.5 PRE-PROPOSAL ACTIVITIES

3.5.1 Submission of Questions

3.5.1.1 All questions are to be submitted via email to the City of Kissimmee Purchasing Coordinator:
Debbie Luke
email: procurement@kissimmee.gov

3.5.1.2 Questions received after the deadline for submitting questions may not be considered.

3.5.1.3 Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding services – Demand Star and Vendor Link.

3.5.1.4 Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Contractor's responsibility to become informed of any Addenda that have been issued and to include all such information in its Statement of Qualifications.

3.5.2 Non-Mandatory Pre-Proposal Meeting

3.5.2.1 A non-mandatory Pre-Proposal meeting will be held on August 05, 2025 at 2:00 pm in the Development Services Conference Room, City of Kissimmee City Hall, New Edition 101 Church Street, Kissimmee, FL 34741.

3.6 REVISION TO THE RFP

The City, at its option, may respond to any or all questions submitted in writing in the form of an Addendum. No other responses to questions, oral or written, shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the RFP. The Contractor shall acknowledge the receipt of Addenda at the time of RFP submission.

3.7 SCHEDULE:

- Advertise and Issue RFP.....July 27, 2025
- Pre-Proposal Meeting.....2:00 PM August 05, 2025
- Final Questions Deadline.....4:00 PM August 08, 2025
- Response to Final Questions/Addendum.....4:00 PM August 13, 2025
- RFP Due Date.....2:00 PM August 26, 2025
- Selection and Notification..... August 29, 2025
- City Commission approval of selected Contractor.....September 16, 2025
- Notice to Proceed.....September 17, 2025

4.0 ADDITIONAL CERTIFICATIONS: Proposer must complete all of the additional certifications included in **"ATTACHMENT E".**

4.1 ALLOCATION OF RISK

4.1.1 The selected Contractor shall indemnify and hold harmless the City of Kissimmee for claims, suits, losses or damages arising out of the negligent acts, errors, or omissions of the Contractor, Subcontractors, or Subcontractors attributable to the design effort.

4.2 SECTION 3 OUTREACH REQUIREMENTS

4.2.1 HUD Section 3 regulations apply to this PROJECT.

4.3 PREVAILING WAGE RATES

4.3.1 Federal Prevailing Wage Rates (Davis-Bacon Act) regulations apply to this PROJECT.

4.4 BUILD AMERICA BUY AMERICA (BABA)

4.3.1 Build America Buy America (BABA) regulations apply to this PROJECT.

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EXHIBIT A

PROJECT DESCRIPTION, REQUIRED WORK AND SERVICES, AND LOCATION MAP

Estimated Project Cost:
Total project design and construction costs, including all designated government allowances, have been estimated to be approximately $250,000.

Anticipated Award Period:
City anticipates award of the PROJECT associated with this RFP on or about September 16, 2025.

STATEMENT OF WORK

The City of Kissimmee is seeking the services of a team to construct a one-story, three or four-bedroom, two-bathroom, housing unit consisting of approximately 1800 square feet. The Contractor will be responsible for developing conceptual and as-built design drawings (or acknowledging adoption of previously created drawings) for the building and site improvements.

The dwelling shall be built at 219 N. Randolph Avenue, Kissimmee, FL 34741.

The Contractor will be responsible for developing:

- Exterior building elevations
- Interior elevations of the dwelling units
- Detailed new construction plans for the site, building exterior, and building interior
- All necessary engineering plans, including but not limited to, structural, electrical, mechanical and accessible.

The project includes the complete interior/exterior construction of a residential unit. The unit shall be designed and constructed with materials acceptable to the City of Kissimmee Development Services Department (design approval and to obtain a building permit) consisting of three or four-bedrooms, two-bathrooms, living room, kitchen, dining area, closet space, and attached garage. **The Contractor services include all services necessary to design and build the structures on the site.** These include, but are not limited to, full design phase services (or acknowledgement of adopting of previously created and approved design), scheduling, general contracting during the construction phase, certification of occupancy, and project closeout. The design and construction must comply with the requirements of all applicable Federal, State and City agencies having jurisdiction over the PROJECT. The Contractor shall work to obtain approvals in increments that will facilitate the schedule. the completed PROJECT is to be a fully functioning turn-key facility.

PLEASE NOTE: HUD NSP regulations require that all new construction of residential buildings up to three stories be designed to meet the standard for Energy Star Qualified New Homes. Additional information regarding Energy Star is contained herein and at www.energystar.gov.

ROLES AND RESPONSIBILITIES

1. **Contractor:** The Contractor is solely responsible for the management (planning, full-time supervision, and contract coordination), design (professional) services and construction (including all labor, equipment, materials and inspections) to meet requirements of this solicitation.

    a. **Responsibilities:** The General Contractor must ensure that all employees carry U.S. issued identification during working hours and show the identification to the representatives from the City, HUD or any other Federal, State or Local Government representative upon request.

2. **Management:** The Contractor shall provide individuals in the capacities of Principal, Project Manager, Manager, Construction Supervisor, and Inspection/Testing Agent(s) as follows: The Principal or Project Manager shall have legal authority to represent the General Contractor. The Project Manager shall be the single point of contact for coordinating with the City. The Construction Supervisor shall coordinate construction work and associated contracts. The Construction Supervisor and/or Inspection and Testing Agents must certify delivery and functional/operating performance of contract work.

3. **Professional Services:** The Contractor shall provide required design and consultant services.

4. **Project Manager (PM):** The City's PM is responsible for the general administration and coordination of procurement and administrative duties associated with the PROJECT. The PM will monitor contract/project progress, construction progress schedule, Requests for Payment processing, Change Order processing, and grant compliance. The PM for this PROJECT is Frances De Jesus, Community Development Manager, City of Kissimmee.

DESIGN AND CONSTRUCTION REQUIREMENTS

Construction Document Services:
The Architect shall create permit-ready construction documents. Construction documents shall include drawn plans and written technical specifications.

Agency Processing Services:
The Contractor shall procure all required governmental permits and approvals for the property so that it is immediately ready for construction permit application. Using scheduled allowances, Contractor shall pay for all plan fees and permit fees. Any and all administrative fees required to issue permits shall be included in the Contractor's response to this Proposal.

Other Services:
The Contractor shall provide additional services as required or desired by the City including, but not limited to:

- Technical services support during bidding and construction
- Attendance at Pre-Proposal Meeting
- Attendance at all necessary and requested site visits
- Attendance at progress meetings and monthly draw meetings
- Submittal reviews and recommendations
- Draw review and approval
- Scheduling and rescheduling related to inspections
- Issuance of Architectural Supplements as needed
- Site visits, and corrections related to inspections

Anticipated Graphic Submittals:
All drawings shall be made to scale. Plans and elevations are to be dimensioned. The format of the drawings is at the discretion of the Contractor. These are minimum requirements and additional exhibits, including special design features proposed, that shall be included as necessary.

- The schematic architectural drawings shall delineate, and detail features, materials, and options required for compliance with the RFP.
- Site Plan: Develop a site plan showing the building, site features, and on-site improvements at scale.
- Floor / Space Plans: A schematic floor plan with general representation of all core elements and structures, and all enclosed spaces.
- Elevations: Four color exterior building elevations of the building including indication and limits of all material types and colors. (All plans submitted to the City (for plan review and permit) and/or use in the PROJECT shall be in black and white print.

Design Deliverables:

- Plans and technical specifications shall be delivered to the City as a component part of the Contractor's response to this RFP

- Contractor shall provide final as-built drawings in PDF format

Performance Requirements and Standards:

- **Basic, minimum code performance:** The Contractor shall comply with all current codes and regulation requirements. The completed PROJECT shall comply with, or exceed, all Local, State, and Federal Codes, Regulations and Applicable Standards
- Contractor Team will produce additional specifications necessary for the PROJECT that will be titled "**Technical Specifications**"

Uniform Building Code
CADD and Drafting Standards

Building / Interior:
The building structure shall include, but is not limited to the:

- Kitchen cabinets (upper and base)
- Counter-tops
- Doors and frames
- Closet doors and frames
- Floor finishes
- Wall bases
- Ranges and Ovens
- Range Hoods
- Refrigerators
- Kitchen sinks
- Garbage Disposals
- Water closets
- Base cabinets/bathroom vanities
- Prepare, prime and two-coat paint all unit interiors
- New unit signage (building address numbers)
- Toilet tissue holders
- Shower curtain rods
- 24" towel bars
- Electrical outlets and outlet covers
- Electrical light switches and switch covers
- Bathroom sinks
- Bathroom tub/showers
- Tape and texture walls and ceilings
- Tub and shower surround
- Medicine cabinets
- HVAC systems
- Window blinds
- Windows
- Sprayed Acoustic on Ceilings
- Sliding Glass Doors
- Back splashes at cooktop
- Closet shelves and rods
- Insulation and caulking
- Ceiling light fixtures
- Vanity light fixtures
- Bathroom exhaust fans
- Porch and patio lights
- Thermostat
- Electrical distribution panel
- Phone and cable jacks
- Smoke/CO_2 detectors

Landscape Improvements (Drought-tolerant or otherwise)

- Installation of sod
- Installation of landscaping shrubs/trees

Other Site Improvements include, but are not limited to:

- Removal and replacement of light poles and fixtures
- All necessary site improvements to achieve a 100% accessible site as it relates to the unit

COMPLIANCE REQUIREMENTS HUD SECTION 3:

- To the greatest extent feasible, Contractor and subcontractors must make documented efforts to outreach to and award contracts to certified Section 3 Business Concerns. Concerns, if there is a need to award contracts; and make documented efforts to hire certified Section 3 Residents, if there is a need to hire new employees.

- Contractor and first-tier subcontractors whose subcontract amounts exceed $200,000 are required to submit a completed Section 3 and Equal Opportunity Contracting Project Utilization Plan.
- Contractor and subcontractors are to maintain the required approved percentages of Section 3 participation throughout the term of the contract as reflected in their submitted Section 3 and Equal Opportunity Contracting Project Utilization Plans. Contractor and subcontractors whose Section 3 and Equal Opportunity Contracting Project Utilization Plan projected no new hires must, to the greatest extent feasible, hire certified Section 3 Residents if the need to hire occurs. The City will conduct quality assurance checks to monitor compliance.

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EXHIBIT B

SUBMISSION REQUIREMENTS AND PROPOSER'S DECLARATION

1. Addenda to this RFP (PASS/FAIL)

1.1 The Contractor shall confirm in its proposal the receipt of all addenda issued to this RFP, if any. Failure to acknowledge all addenda issued may result in the proposal being considered non-responsive and ineligible for further consideration.

1.2 The Contractor is **not** required to include copies of the actual addenda in its proposal.

1.3 No action is required by the Proposer if no addenda to the RFP are issued by the City.

2. Identification of the Contractor (PASS/FAIL)

2.1 The following information is required of all Proposers:

2.1.1 Legal name and address of company

2.1.2 Legal form of company (partnership, corporation, joint venture, etc.) If joint venture, identify the members of the joint venture and provide all information required under this section for each member

2.1.3 Year of establishment of entity

2.1.4 If company is a subsidiary of a parent company, identify the parent company

2.1.5 Address of main office

2.1.6 Contact information including: name, title, email address and telephone number

2.1.7 Number of employees

2.1.8 Applicable license(s):
- State Contractor's License Number, including expiration date and all classifications
- Professional Engineering/Architect License Number, including expiration date

2.1.9 Name, title, address and telephone number of point to contact concerning proposal

3. Executive Summary

3.1 Include a one- to two-page overview of the entire proposal describing highlights, including but not limited to the scope of work. Failure to provide the Executive Summary will result in the RFP being considered non-responsive and ineligible for further consideration.

4. Experience and Technical Competence

4.1 Describe Contractor's experience in completing similar efforts. List a minimum of three (3) successfully completed projects within the past 5 years for both public and private clients of a similar nature with name of Project Manager, phone numbers, project type, total value of completed construction and identify whether the work was for public or private client. Projects currently in process may be submitted for consideration.

4.2 Contractor shall include all design and/or building experience with single-family residential projects; number of projects completed; and records of timely completion.

5. Proposed Method to Accomplish the Work

5.1 Describe in narrative form the Contractor's technical and management approach to the design, construction, and start-up of the project. Discuss lines of communication necessary to maintain design schedule and construction schedules.

6. Project Design

6.1 The Contractor shall submit detailed Architectural design drawings and project specifications including site plans, landscaping plan, concept drawings, etc., as specified in this RFP. [See Design and Construction Requirements including Anticipated Graphic Submittals]

7. Project Organization and Key Personnel

7.1 Describe proposed project organization including identification and responsibilities of key personnel. Indicate if and how local firms are being utilized.

8. Section 3 and Equal Opportunity Contracting

8.1 Subcontractor Documentation

8.1.1 Documentation submitted in accordance with this section shall be included in an attachment, which shall be titled "Subcontractor Documentation" to the RFP.

8.1.1.1 Proposed participation of Section 3 Business Concerns and Diverse Businesses as Subcontractors. Listing of Contractor's proposed subcontractors (including construction contractors, consultants, and designers).

9. Financial Information and Arrangements

9.1 The Contractor shall include with their Proposal a complete proposed cost for delivering the requested services (design and construction of a residential home as outlined in the RFP)

9.2 The Contractor shall provide with their Proposal a detailed worksheet identifying sources and uses, i.e.; available resources to cover expenses and their costs associated with the design and construction elements for this Project.

9.3 Contractor shall provide a written statement from a surety firm that indicates that the Contractor is capable of receiving and issuing a performance bond in the amount of $1,000,000 or more.

RFPs that do not contain the aforementioned components may not be considered.

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PROPOSER'S DECLARATION

I, Nailto Mendes (Printed Name), hereby declare that I am the

Sales Manager (Title) of 2W Construction Corp / DBA 2W Solutions (Name of Firm)

submitting this Proposal; that I am duly authorized to sign this Proposal on behalf of the above named firm; and that all information set forth in this Proposal and all attachments are, to the best of my knowledge, true, accurate and complete as of its submission date.

The undersigned declares under penalty of perjury that all of the prequalification information submitted with this form is true and correct and that this declaration was executed in

Orange (County), Florida (State)

on 08/11/2025 (Date).

Nailto Mendes
(Signature)

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EXHIBIT C

ADDITIONAL CERTIFICATIONS

(To be executed by Contractor and submitted with the RFP)

I. Non-Collusive Declaration

II. Consent to Public Disclosure By Design/Build Contractor

III. Certification Regarding Drug-Free Workplace Requirements

IV. Certification Regarding Lobbying

V. Federal Funding Accountability and Transparency Act (FFATA) Affidavit

VI. Local Vendor Affidavit of Eligibility (if applicable)

I. NON-COLLUSIVE DECLARATION

The undersigned declares:

I am the Sales Manager of 2W Construction Corp / DBA 2W Solutions, the party making the foregoing RFP Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham Proposal. The Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham Proposal, or to refrain from submitting a Proposal response. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal submittal information of the Contractor or any other Contractor. All statements contained in the Proposal are true. The Contractor has not, directly or indirectly, submitted his or her Proposal response or any information contained therein, or divulged information to any corporation, partnership, company association, organization, or to any member of agent thereof to effectuate a collusive or sham Proposal response, and has not paid, and will not pay, any persons or entity for such purpose.
Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Contractor.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct and that this declaration is executed on 8/11/25 [date], at Ocoee [city], Florida [state].

Nailto Mendes (Individual Signature)

_____ (Partner Signature)

_____ (Officer of Corporation Signature)

I hereby certify that on this 11 day of August, 2025 before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Nailto Mendes who executed the foregoing instrument and who acknowledged before me that they executed the same and they are personally known to me or who have respectively produced FLDL and _____ as identification.

Witness my hand and official seal in the County and State las aforesaid

Luciana Moura
NOTARY PUBLIC
Print Name: LUCIANA MOURA
My Commission Expires: 02/06/27

LUCIANA MOURA MY COMMISSION EXPIRES 02-06-2027 NOTARY PUBLIC COMM. # HH359148 STATE OF FLORIDA

II. CONSENT TO PUBLIC DISCLOSURE BY DESIGN/BUILD CONTRACTOR

By providing the "Personal Information" as defined in Section 501.171 Florida Statutes, requested herein from the City of Kissimmee (City), the Design/Build Contractor (Contractor) consents to the disclosure of any and all "Personal Information" and of any and all other information contained in this Public Disclosure Statement. Contractor specifically, knowingly and intentionally waives any and all privileges and rights that may exist under State and/or Federal Law relating to the public disclosure of the information contained herein. With respect to "Personal Information", if any contained herein, the Contractor, by executing this disclosure statement and providing the information requested, consents to its disclosure. Contractor is aware that a disclosure of information contained herein will be made a public meeting or meetings of the City of Kissimmee at such times as the meetings may be scheduled. Contractor hereby consents to the disclosure of said "Personal Information", if any. Contractor represents and warrants to the City of Kissimmee that by providing the information requested herein and waiving any and all privileges available under State and Federal Law, (to the extent of this disclosure that the information is being submitted herein), the information constitutes a "Public Record" subject to disclosure to members of the public in accordance with the applicable provisions of local government code.

Contractor specifically waives, by the production of the information disclosed herein, any and all rights that Contractor may have with respect to the information under the provisions of applicable local government code, to the extent of the disclosure herein, as well as all rights of privacy, if any, under the State and Federal Law.

Executed this 18 day of AUGUST, 2025

DESIGN-BUILD CONTRACTOR

By: Naiito Mendes
Signature

Naiito Mendes
Print Name

Sales Manager
Title

I hereby certify that on this 18 day of August, 2025 before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Naiito mendes who executed the foregoing instrument and who acknowledged before me that they executed the same and they are personally known to me or who have respectively produced FLDL and _____ as identification.
Witness my hand and official seal in the County and State las aforesaid

Luciana Moura
NOTARY PUBLIC
Print Name: LUCIANA MOURA
My Commission Expires: 02/06/27

LUCIANA MOURA MY COMMISSION EXPIRES 02-06-2027 NOTARY PUBLIC COMM. # HH359146 STATE OF FLORIDA

III. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the City of Kissimmee and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the City and/or the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. Subrecipient will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. Subrecipient certifies that it will provide a drug-free workplace by:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   B. Establishing an ongoing drug-free awareness program to inform employees about:

      1. the dangers of drug abuse in the workplace;
      2. Subrecipient's policy of maintaining a drug-free workplace;
      3. any available drug counseling, rehabilitation, and employee assistance programs; and
      4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   C. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (A);

   D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment, the employee will:

      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

   E. Notify the City's Housing and Community Development Division and/or the U.S. Department of Housing and Urban Development in writing within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

2. Subrecipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, zip code and total estimated number of employees). Subrecipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City's Housing and Community Development Division and/or the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

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PLACE OF PERFORMANCEFOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Contractor: 2W Construction Corp / DBA 2W Solutions

Grant : Neighborhood Stabilization Program

Date: October 1, 2024 through September 30, 2025

The Subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under this Agreement:

Place of Performance (include street address, city, county, state, zip code for each site:

219 Randolph Av - Kissimmee - FL 34741

Check _____ if there are work places on file that are not identified here. Please identify below:

_____

_____

_____

_____

_____

ATTEST:

Luciana Moura

XXXXXXXXXXXXXX (Corporate Seal)

By: 2W Construction Corp / DBA 2W Solutions

Print: Nailto Mendes

Date: 08/11/2025

IV. CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, and cooperative agreements) and that Subrecipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ATTEST:

(CORPORATE SEAL)

xxxxxxxxxxxxxxxx (Corporate Seal)

8/11/25
Date

By: 2W Construction Corp / DBA 2W Solutions
Nailto Mendes - Sales Manager
Print Name & Title

V. Federal Funding Accountability and Transparency Act (FFATA) Affidavit

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity

In the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.
§§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I, Nailto Mendes (print name), hereby swear or affirm that: I read and understand

the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit. (*please*

check one of the following)

_____ I attest that_____(agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

X I attest that 2W Construction Corp / DBA 2W Solutions (agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If agency meets the above threshold, the agency MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

Luciana Moura
Signature of President/Executive Director/Board Chair

LUCIANA MOURA
Printed Name of President/Executive Director/Board Chair

STATE OF FLORIDA
COUNTY OF ~~OSCEOLA~~ Orange

The foregoing instrument was acknowledged before me this 22nd day of August, 2025, by means of ☑ physical presence or ☐ online notarization, by Luciana De Oliveira as Board Chair for the Zeo Solutions, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Francisco Quintero Rodriguez
Notary Public
State of Florida
Comm# HH465885
Expires 11/20/2027

Notary:
Print Name: Francisco Quintero Rodriguez
My Commission Expires: 11-20-2027

VI. Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this _____day of _____20___, personally appeared

(print name) Nailto Mendes **being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:**

(print name of company) _____ MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.
Qualification documentation attached.

._____
Signature of Affiant

._____
Typed/Printed Name of Affiant

._____

._____
Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this ____day of _____20__, by

._____
(Signature of Notary Public-State of Florida)

._____
(Print, Type, or Stamp commissioned name of notary public)___personally known or _____ produced identification. Type of identification produced_____

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***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR PROPOSAL *****
RFP2025-012

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful proposer.

ITEM NO.	DESCRIPTION	TOTAL COST
1	219 N Randolph Ave Project	$ 245,000.00

Project Completion 180 Days

ACKNOWLEDGMENT OF ADDENDA NO.(S)_____(IF APPLICABLE)

_____
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

NM We do not take exception to Specifications.
(initial)

_____We take exception to Specifications as follows:
(initial)

_____

_____
(attach additional sheets, if necessary)

COMPANY NAME 2W Construction Corp / DBA 2W Solutions
COMPANY ADDRESS 332 Maguire Rd, Ocoee FL 34761

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: Nailto Mendes DATE: 11-8-25
(signature)

Nailto Mendes - Sales Manager EMAIL: nmendes@2wsolutionscorp.com
(typed name/title of signer)

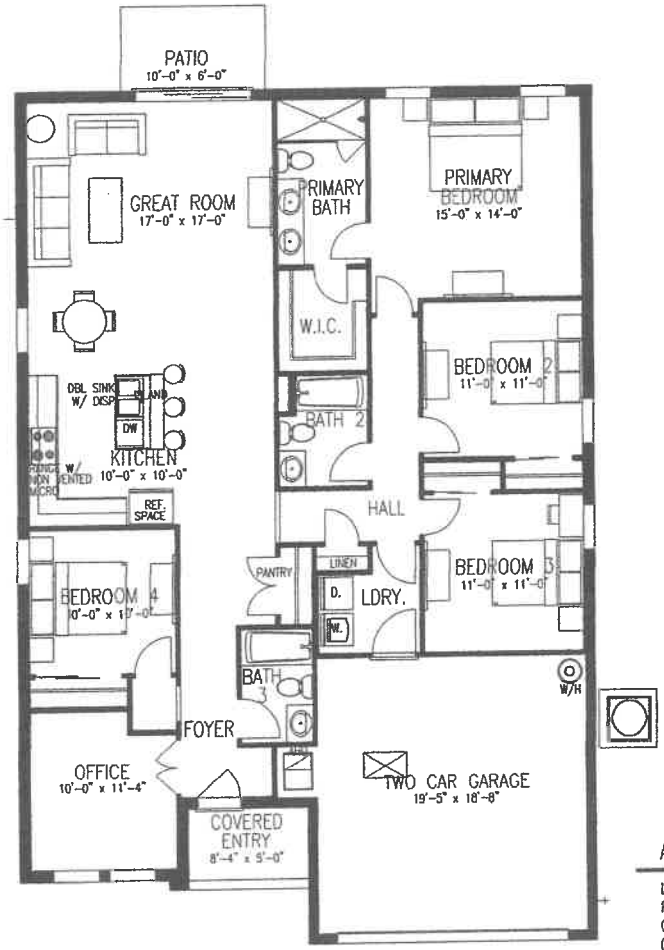
TELEPHONE NO.: (___)407 747 4081 FAX NO.: (___)_____

Elevation A



FRONT ELEVATION

WAM INTERNATIONAL LLC
DESIGN BY W.A.M.
PHONE:407-288-7103



AREA CALCULATIONS

LIVING AREA 1ST FLR (A/C)	1862 SF
PATIO	60 SF
GARAGE	406 SF
COVERED ENTRY	48 SF
TOTAL AREA	2376 SF

CEILING 9'-4"

WIDTH 40'-0"
DEPTH 60'-0"

First Floor

SQ FTG 1862 LIVING

Exhibit B – Submission Requirements and Proposer's Declaration

1. Addenda to this RFP

We acknowledge receipt of all addenda issued by the City of Kissimmee for RFP2025-012. As of the date of this submission, no addenda have been issued. Should addenda be released, we will include a signed acknowledgement with our proposal.

2. Identification of the Contractor

- Legal name and address of company: 2W Construction Corp (d/b/a 2W Solutions) 332 Maguire Road, Ocoee, FL 34761

- Legal form of company: Florida corporation (privately held)

- Year of establishment of entity: 2014 (over ten years of continuous operation)

- Parent company: None – 2W Construction Corp is an independent entity

- Address of main office: 332 Maguire Road, Ocoee, FL 34761

- Contact information:
  - Contact name: Nailto Mendes
  - Title: Construction Bid Manager / Sales Manager
  - Email address: nmendes@2wsolutionscorp.com
  - Telephone number: (407) 747-4081

- Number of employees: Five (5) full-time employees (two Project Managers, one Office Manager, one Estimator and one Sales Manager), plus subcontractors as needed

- Applicable license(s):
  - Florida Certified General Contractor License (active and in good standing; classification: Certified General Contractor). License number and expiration date will be provided upon request.
  - Our firm subcontracts professional engineering and architectural services as needed; therefore we do not hold Professional Engineer or Architect licenses.

- Point of contact for this proposal: Nailto Mendes – Construction Bid Manager / Sales Manager
  332 Maguire Road, Ocoee, FL 34761
  Telephone: (407) 747-4081
  Email: nmendes@2wsolutionscorp.com

Technical Proposal Narrative – Single-Family Home Construction (RFP2025-012)

Executive Summary

2W Construction Corp (d/b/a 2W Solutions) proposes to deliver the design and construction of a one-story, 1 800 square-foot single-family home under RFP2025-012. Our firm, located in Ocoee, Florida, has more than ten years of continuous experience providing general contracting, renovation and design-build services throughout Central Florida. Over the past five years we have successfully completed more than 200 projects, including new residential builds, insurance restoration jobs and county-funded rehabilitation programs.

As a minority-owned, community-focused business, we understand the need for safe, resilient and energy-efficient housing. In addition to ground-up construction, we routinely handle insurance repair work and rehabilitation projects for municipalities across the region—including Ocala and Brevard counties—restoring damaged homes and upgrading existing properties to meet current building codes and modern living standards. Our commitment to quality, fiscal responsibility and regulatory compliance makes us an ideal partner for this single-family home project.

Experience and Technical Competence

Residential construction and design-build expertise. Our team holds a Florida Certified General Contractor license and has extensive experience building single-family homes ranging from 1 200 to 3 000 square feet. We manage every phase of construction, from site preparation and permitting through final inspections and certificate of occupancy. Our in-house estimating and scheduling processes deliver accurate cost models and realistic construction timelines.

Insurance restoration and rehabilitation projects. A significant portion of our portfolio comes from insurance-funded repairs and county-sponsored rehabilitation programs. We have reconstructed hurricane-damaged homes, remediated fire and water losses and modernized aging housing stock in Osceola, Ocala and Brevard counties. These projects require adherence to strict timelines, close coordination with adjusters and inspectors and a detailed understanding of building codes and energy-efficiency standards.

Qualified workforce. We employ two full-time project managers, a dedicated office manager, an estimator and a sales manager. We supplement our staff with licensed subcontractors for trades such as concrete, framing, roofing, HVAC, electrical and plumbing. Our team members are trained in OSHA safety protocols and local building regulations.

Proposed Method to Accomplish the Work

Our approach to constructing the 1 800 sq ft single-family home will be methodical and transparent:

- **Preconstruction and design.** We will meet with City representatives to confirm lot conditions, utility availability and design preferences. Our architect will prepare construction drawings and specifications that reflect the City's requirements for layout, finishes and energy performance. We will submit the plans for permitting and incorporate any review comments.

- **Site preparation and foundations.** Upon receipt of permits, we will clear and grade the lot, install erosion control measures and lay out the building footprint. We will pour a reinforced concrete slab foundation with proper vapor barrier and termite treatment.

- **Structural framing and envelope.** The wood or concrete-block structure will be framed to withstand local wind loads. We will install hurricane-rated windows and doors, high-R-value insulation and an energy-efficient roofing

system.

• **Mechanical, electrical and plumbing.** Licensed subcontractors will rough in and trim out HVAC, electrical and plumbing systems. We specify ENERGY STAR appliances, LED lighting and low-flow plumbing fixtures to reduce operating costs.

• **Interior finishes and completion.** Interior work will include drywall, cabinets, flooring, painting and trim. We will perform punch-list corrections, final cleaning and coordinate with inspectors for final approval. Throughout construction we will hold weekly progress meetings and maintain a three-week lookahead schedule to manage procurement and subcontractor activities.

Suitability of Project Design

The design of the proposed single-family home will prioritize safety, comfort and energy efficiency. Floor plans will maximise usable space and natural light while providing accessibility features such as a no-step entry and wide doorways. Durable materials—such as impact-resistant windows, fiber-cement siding and composite roofing—will reduce maintenance and withstand severe weather. High-efficiency HVAC equipment, insulation and appliances will meet or exceed Florida Building Code energy requirements. The exterior façade and landscaping will complement the surrounding neighborhood.

Project Organization and Key Personnel

Our project organization ensures clear lines of communication and accountability:

• **Wagson Pereira - President/Project Executive.** Provides executive oversight and acts as the primary liaison with City leadership.

• **Nailto Mendes - Construction Bid Manager / Sales Manager.** Serves as the point of contact during procurement and supports vendor engagement and cost control.

• **Project Managers (2).** One project manager will oversee day-to-day construction, scheduling and subcontractor coordination. The second project manager provides backup and assists with inspections and quality control.

• **Office Manager.** Manages documentation, permitting paperwork, certified payroll (if applicable) and subcontract administration.

• **Estimator.** Prepares detailed cost estimates, schedules of values and change-order pricing. Monitors actual versus budgeted costs.

• **Superintendents/Field Supervisors.** Supervise field activities, enforce safety standards and coordinate inspections.

Our team has the experience and capacity to deliver this project on time and within budget.

Financial Information and Arrangements

2W Construction Corp maintains strong financial health and has the resources to complete a single-family home project of this size. We have established lines of credit with suppliers and a bonding capacity that exceeds the anticipated contract amount. Our insurance coverages include general liability, workers' compensation and automobile insurance in limits that meet or exceed the City's requirements.

Project costs will be managed through purchase orders, fixed-price subcontracts and a rigorous change-order approval process. We will finance the work through internal working capital and progress payments in accordance with contract

terms. A bank letter verifying our financial standing and bonding capacity can be provided upon request.

4.1 Experience and Technical Competence - Successfully Completed Projects (Past 5 Years)

The following representative projects demonstrate 2W Construction Corp's ability to manage and complete renovations and construction projects of similar scope. Each project was executed within the last five years, on schedule and within budget. Contact information is provided for verification of performance.

1. **Silva's Painting Renovation - Orlando, FL**
   * **Client / Project Manager:** Leo (Silva's Painting)
   * **Address:** 4390 35th St STE A, Orlando, FL 32811
   * **Phone:** 774-696-7833
   * **Contract Date:** 09/12/2024
   * **Project Type:** Private commercial renovation (waterproofing, drywall, framing, painting)
   * **Contract Value:** $200,000
   * **Scope & Outcome:** Provided complete waterproofing and interior finish upgrades for a painting contractor's facility. Work included addressing moisture intrusion, constructing new partitions and completing finish carpentry and painting. The project was delivered ahead of schedule, with minimal disruption to the client's operations. (Private client)

2. **Harbor Pre School Renovation - Orlando, FL**
   * **Client / Project Manager:** Helena Aires
   * **Address:** 4390 35th St STE B, Orlando, FL 32811
   * **Phone:** 321-287-8400
   * **Contract Date:** 11/10/2024
   * **Project Type:** Private educational facility renovation (full interior renovation, drywall, framing, painting, HVAC, flooring)
   * **Contract Value:** $350,000
   * **Scope & Outcome:** Executed a comprehensive renovation of a pre-school, including demolition, structural framing, installation of new HVAC systems, flooring, and finishes. The facility remained partially operational during construction. Our team coordinated closely with school staff to ensure safety and minimize downtime. (Private client)

3. **Fire Station Renovation - Leesburg, FL**
   * **Client / Project Manager:** Joel Flaven
   * **Address:** 12340 County Rd 44, Leesburg, FL 34788
   * **Phone:** 407-462-2827
   * **Contract Date:** 03/10/2025
   * **Project Type:** Public facility renovation (full renovation, drywall, framing, painting, HVAC, flooring)
   * **Contract Value:** $100,000
   * **Scope & Outcome:** Served as general contractor for the renovation of a municipal fire station. Work involved interior demolition, structural framing modifications, installation of new HVAC and electrical systems, and upgrades to finishes and flooring. The project required compliance with municipal procurement and safety standards and was completed on budget. (Public client)

4. **Eder Flag Renovation - Orlando, FL**
   * **Client / Project Manager:** J. Gibson
   * **Address:** 349 Zell Dr, Orlando, FL 32824
   * **Phone:** 262-505-3121
   * **Contract Date:** 11/10/2023
   * **Project Type:** Private commercial renovation (full renovation including drywall, framing, painting, HVAC, flooring)
   * **Contract Value:** $200,000
   * **Scope & Outcome:** Managed a facility-wide renovation for a flag manufacturing company. The project upgraded production and office spaces with new mechanical systems, improved energy efficiency and modern finishes. Coordination with the client's production schedule ensured continuous operations. (Private client)

5. **Sofie Medical Renovation - Sanford, FL**
   * **Client / Project Manager:** Anthony Frate
   * **Address:** 136 Commerce Way, Sanford, FL 32771
   * **Phone:** 803-795-7001
   * **Contract Date:** 01/26/2025
   * **Project Type:** Private medical facility renovation (bathroom renovation, drop ceiling, drywall, framing, painting)
   * **Contract Value:** $250,000
   * **Scope & Outcome:** Renovated restrooms and administrative areas at a medical facility to meet ADA and hygiene standards. Work included installation of new ceilings, fixtures, and finishes while maintaining facility operations. The project was completed within the allotted budget and timeline. (Private client)

These projects illustrate our competence in managing varied scopes, coordinating multiple trades, and ensuring client satisfaction across commercial, educational, municipal and healthcare settings.

CITY OF
KISSIMMEE
1883

August 7, 2025

Addendum No. 1

Project: Neighborhood Stabilization Program Design-Build Contractor Services
Bid No: RFP2025-012

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question 1: The 1800 square feet is living space only or the total?

Answer: 1,800 square feet is the total of the build.

Question 2: The city does not want anything super fancy or just a normal house and garage, are there preliminary designs firm or flexible?

Answer: We do not have any preliminary designs.

Question 3: We visited the lot site and there are a few trees are those included?

Answer: Those would be included in your total cost.

Question 4: What is the lot size, and can we get a copy of the survey?

Answer: 62.50' x 100'. Correction – It does not appear that we had a survey done when we purchased the property so, unfortunately, we do not have a survey available.

Question 5: Are we required to sod the entire lot and do what the city/county allows?

Answer: Yes, it is expected that the entire lot be covered with sod and/or landscaping

Question 6: What is the budget of this project?

Answer: $250,000

Question 7: Is a garage included?

Answer: Yes, please review page # 13 under Statement of Work.

Question: 8 Can the square footage go over the 1,800 square feet?

Answer: We would like to keep it approximately 1,800 (sq footage)

ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) #1 (IF APPLICABLE)

Nailto Mendes
(Signature)
COMPANY NAME 2W SOLUTIONS
COMPANY ADDRESS 332 MAGUIRE RD
BY: Nailto Mendes DATE: 8-6-25
(signature)
NAILTO M. - SALES MANAGER EMAIL: NMENDES@2WSOLUTIONS.COM
(typed name/title of signer)

Item	Cost
Site Work (grading, clearing, tree removal, pad prep)	9,095.25
Concrete Foundation & Slab	26,246.29
Concrete Block Exterior Walls & Stucco	22,868.05
Framing, Trusses & Roof Decking	14,032.67
Roofing (peel & stick, shingles, drip edge)	17,099.07
Impact Windows & Hurricane Doors	23,075.94
Insulation (R-38 batt)	5,050.00
Drywall, Texture & Paint	12,941.24
Flooring (Porcelain Tile throughout)	12,265.59
Interior Trim, Doors & Hardware	9,459.06
Cabinets & Countertops (Formica on plywood)	8,055.09
Plumbing (including nitrogen-reducing septic)	15,072.13
Electrical (LED fixtures, fans, outlets, panel)	13,305.05
HVAC (15 SEER, central heat & air)	11,537.97
Appliances (cooktop, fridge, W/D hookups)	9,770.90
Driveway, Sidewalk & Landscaping (sod front/sides/back)	9,770.90
Permits, Engineering, Surveys	5,249.26
Builder's Risk Insurance & General Requirements	9,770.90
Final Cleaning, Trash Disposal, Site Cleanup	4,885.45
Project Management & Overhead	5,449.23
TOTAL	
	245,000.00

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2W Construction Corp

2 Business name/disregarded entity name, if different from above.

2W Solutions

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

332 Maguire Road

6 City, state, and ZIP code

Ocoee, FL 34761

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	7	–	3	7	3	3	1	1	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 11 / 25 / 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Doc ID: 5d3e24512ad1b1a9763fc956e0e02c12c1e0bcb1

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

VEGA, YENSON SAIT

2W SOLUTIONS
25120 ADAIR AVE
SORRENTO FL 32776

LICENSE NUMBER: CBC1265477

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CITY OF KISSIMMEE
NEIGHBORHOOD STABILIZATION PROGRAM
NEW CONSTRUCTION AGREEMENT
FOR ONE SINGLE-FAMILY HOME (219 N RANDOLPH AVENUE)

THIS AGREEMENT is made and entered into this 8 day of SEPTEMBER, 2025, by and between **2W Construction Corp/DBA 2W Solutions**, hereinafter referred as the "**CONTRACTOR**," whose mailing address is 332 Maguire Road, Ocoee, Florida 34761, and the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida whose address is 101 Church Street, Kissimmee, Florida, 34741, hereinafter referred as the "**CITY**."

WHEREAS, the City received Neighborhood Stabilization Program (NSP) funds from the U.S. Department of Housing and Urban Development to address the high rate of foreclosures impacting our community; and

WHEREAS, new construction of housing is eligible under NSP as part of the redevelopment of demolished or vacant properties as provided by 24 CFR 570.201(d); and

WHEREAS, consistent with the City's adopted NSP Action Plan, the City determined that it was in the best interest of the community to solicit design-build contractor services (RFP 2025-012) for the development of a new residential complex on City owned property located at 219 N Randolph Avenue, Kissimmee, Florida 34741; and

WHEREAS, Contractor, 2W Solutions, is duly authorized to conduct business in the State of Florida and has demonstrated experience and active involvement in the design and construction of affordable, single-family housing to lower income households; and

WHEREAS, The City desires to award Contractor the Project consistent with the terms, conditions and requirements as specified herein and pursuant to the bid specifications in RFP 2025-012, and the RFP response from 2W Solutions, attached hereto as **Exhibit "A".**

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and CONTRACTOR agree as follows:

SECTION 1. RECITALS. The above recitals are true and form a material part of the Agreement upon which the parties have relied.

SECTION 2. EXHIBITS; DEFINITIONS. The following documents are attached and referred to in this Agreement and are by this reference incorporated herein:

Exhibits	Description
"A"	Response to the Request for Proposal (RFP)
"B"	Budget
"C"	Request for Payment
"D"	Contractor's Invoice, Partial Release of Liens, and Warranty
"E"	Contractor's Final Payment Affidavit and Waiver and Final Release of Lien
"F"	Change Order
"G"	Davis Bacon Wage Determination
"H"	City of Kissimmee Section 3 Plan and Forms

DEFINITIONS.

A. "Administrator" means the Housing and Community Development Division of the Development Services Department of the City of Kissimmee, which shall act on behalf of the City of Kissimmee in the execution, funding and programmatic control of this Agreement.

B. "Approval by the City" or like term means written approval by the Administrator or the City Commission as may be required from time to time.

C. "Calendar days" - All references to days in this Agreement shall mean calendar days, not business days.

D. "Parties" shall mean both the City and 2W Construction Corp/DBA 2W Solutions.

E. "Project" shall mean professional contractor services including design and construction of a new residential duplex at 219 N. Randolph Avenue, Kissimmee, Florida 34741.

F. "Subrecipient" means a public or private non- profit agency, authority or organization or a for profit entity, including a unit of general local government to which the state awards funds.

SECTION 3. CONTRACTOR'S SCOPE OF WORK AND RESPONSIBILITIES.

A. Budget.

Contractor shall use the Grant Funds for eligible expenses permitted under the NSP regulations and in accordance with the Budget attached as **Exhibit "B".** Any changes in budget line items, including additions, must be requested in writing and must be approved in writing by the City's Development Services Director before related expenditures can be undertaken. Subrecipient shall be responsible for any cost overruns above the amount of the Grant Funds. Subrecipient shall not use any Grant Funds for the prohibited activities.

B. Labor, Materials and Work Write-Up.

Contractor shall furnish all labor, materials, supervision, and services necessary for construction of a single-family home at 219 N. Randolph Avenue, Kissimmee, Florida.

34741 for the total sum of Two Hundred Forty-Five Thousand Dollars and 00/100 Cents, ($245,000).

C. Notice to Proceed.
Contractor shall not begin the work to be performed until receipt of written Notice to Proceed, after which the Contractor shall begin the work within ten (10) calendar days of the date of said Notice, and shall complete said work within one hundred and eighty (180) calendar days thereafter.

D. Insurance.
Contractor shall carry sufficient insurance coverage (Builder's Risk Insurance) based on the total project cost, to protect materials, structure fixtures and/or equipment from loss due to theft, fraud, fire, vandalism, and or undue physical damage.

1. Professional Liability Coverage Required: $1,000,000.00 for Professional Services

2. General Insurance:
   a. Worker's Compensation. The Contractor will provide Worker's Compensation coverage for all employees at the site location, and in case any work is subcontracted will require the subcontractor to provide Worker's Compensation for all his employees the limits will be statutory for Worker's Compensation and $300,000 for Employer's Liability.

   b. Comprehensive General Liability. The Contractor will provide for all operations including, but not limited to Contractual, and Products and Completed Operations. The limits will be not less than $1,000.000.00.

   c. Comprehensive Automobile Liability: The Contractor will provide coverage for all owned and non-owned vehicle for limits of not less than $1,000,000.00.

3. The Contractor agrees to include the City as an additional insured party under all policies of general liability insurance maintained by the Contractor respective to Certificates of Insurance acceptable to the City shall be filed with the Project Administrator prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the City of Kissimmee.

E. Surety Bonds. The Contractor shall furnish separate performance and payment bonds to the City guaranteeing that they will deliver a completed project under the terms of this Agreement and will promptly pay all persons supplying labor and/or materials, ten (10) days after issuance of the Notice of Award. Each bond shall set forth a penal sum in an amount not less than Two Hundred Forty-Five Thousand Dollars and 00/100 Cents, ($245,000), the Agreement price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such bonds. In the event that the Agreement price is adjusted by Change Order executed by the Contractor and approved by the

City, the penal sum of both the performance and payment bonds furnished by the Contractor shall be in a form suitable to the City shall be executed by a surety, or sureties, reasonably acceptable to the City.

F. Permits and Licenses. The Contractor will be required to obtain, at no expense to the City the standard permits required by the City for completion and labor of all Work covered under this Agreement. He shall also be responsible to insure that City inspections are called for as necessary. The Contractor shall comply with all provisions of applicable City and State codes as adopted by the City. Contractors and subcontractors must hold a valid, current State of Florida Certification.

G. Debris and Material Removal. Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically spelled-out otherwise in the "RFP #025-011 response".

H. Assignments and Subcontracts. The Contractor shall not assign the Agreement or subcontract any portion of this Agreement without written consent of the City. The Contractor is responsible for all work carried out by any subcontractor.

I. Subcontracts to persons connected to City of Kissimmee. Contractor shall not subcontract any part of the work to be performed under this Agreement to any member, officer or employee of the City of Kissimmee or its designees or agents, the governing body of the City of Kissimmee, and other City public official who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this Agreement.

J. Guaranty. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) days' notice to the Contractor, make the necessary repairs or adjustments and charge the Contractor the cost thereby incurred. The City of Kissimmee will, in no way, guarantee that any defects due to faulty materials or workmanship will be corrected and will not ask any other government agency to cover the cost of correcting such defects.

K. Correction of Work. The Contractor shall promptly remove from the premises all work rejected by the City for failure to comply with the Agreement Documents, whether incorporated in the construction or not, and the Contractor shall promptly

replace and re-execute the work in accordance with the Agreement Documents and without expense to the City and shall bear the expense of making good all work destroyed or damaged by such removal or replacement. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the City may remove such work and such expense shall be borne by of the Contractor.

L. Suspension of Work, Termination and Delay.

1. The City may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Agreement Price or an extension of the Agreement Time, or both, directly attributable to any suspension.

2. Upon termination or suspension of the work, the City shall use any remaining funds to pay a new contractor selected by the City to complete the work. If such costs exceed the remaining funds, the Contractor or his insurance company will pay the difference to the Board. Costs incurred by the City will be determined by the Project Administrator and incorporated in a Change Order.

3. Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due to the Contractor will not release the Contractor from compliance with the Agreement Documents.

4. After ten (10) days from delivery of a Written Notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all work executed and any authorized legitimate cost sustained plus reasonable profit.

5. The Contractor may, after ten (10) days from delivery of a written notice to the City, terminate the Agreement and recover from the City payments for all work executed and expenses sustain under the following circumstances:

a. If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, through no act or fault of the contractor; or
b. If the City fails to act on any request for payment within (30) days after it is submitted, or the City fails to recommend payment to the Contractor the sum awarded by arbitrators within thirty (30) days of its approval and presentation,

6. In addition and in lieu of terminating the Agreement, the Contractor may upon ten (10) days written notice to the City, stop the work until he has been paid all amounts

then due if the City has failed to act on a request for payment or if the City has failed to make any payment. In the event of a work stoppage upon resumption of the work, Change Orders shall be issued adjusting the Agreement Price or extending the Agreement Time or both to compensate for the costs and delays attributable to stoppage of the work.

7. If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the City to act within the time specified in the Agreement Documents, or if no time is specified, within a reasonable time, an adjustment in the Agreement Price or an extension of the Agreement Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the City.

M. Payments to Contractor.

1. The City shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price of Two Hundred Forty-Five Thousand Dollars and 00/100 Cents, ($245,000).

2. At least ten (10) days before any payment is to be requested, the Contractor will submit to the City a Payment Request form, a sample of which is attached hereto as **Exhibit "C"**, filled out and signed by the Contractor covering the work performed and supported by lien releases covering all supplies, labor, and/or subcontractors used in the completing of the rehabilitation project.

3. As a condition precedent to final payment, the Contractor shall submit to the City an affidavit that all Contractor obligations to subcontractors, laborers, equipment or material suppliers or other third parties connected to the project, have been paid or otherwise satisfied. The City may also require Contactor submit a separate release of lien or lien waiver, in a statutory form acceptable to the City, from each subcontractor, laborer, material supplier or other person or entity who has or might have a claim against the City or the City's Property, a sample form of which is attached hereto as **Exhibit "D" and "E".**

4. A representative of the City of Kissimmee may inspect all work at reasonable time intervals and must approve all draw requests and the Notice of Final Completion.

5. All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor, or expressed herein, shall be submitted to the City as part of or prior to the Project closeout and final payment.

N. Indemnification and Release of Claims and Liabilities.

1. The Contractor shall indemnify and hold the City harmless from any and all claims, liabilities, damages, loss, cost, and expenses of every type whatsoever including

without limitation, attorney's fees and expenses in connection with the Contractor's performance of this Agreement, provided such claims, liability, damage, loss, cost, or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property (other than the work itself), including loss of use caused by the Contractor, the Contractor's subcontractors, and any agents or employees of the Contractor or subcontractors.

2. The Contractor shall indemnify and hold the City harmless from any claim arising out of the demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations to subcontractor, materialmen, and the like have been paid, discharged, or waived. If the Contractor fails to do, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Agreement Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Agreement documents by the City to the Contractor, and the City shall not be liable to the Contractor for any such payments made in good faith.

3. The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Agreement Documents.

O. Changes in the work and Agreement price. The City may, at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement Documents, or increase or decrease the amount of time required for performance of the work, an equitable adjustment shall be authorized by Change Order, on the sample form incorporated herein as **Exhibit "F".** The City shall review and give final approval to all Change Orders. The City may, at any time, by issuing a written Change Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the City.

P. Changes in Agreement Price. The Agreement Price may be modified only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Agreement Price shall be determined by one or more of the following methods in the order of precedence listed below:

(1) Unit prices previously approved.

(2) An agreed lump sum.

Q. Time for Completion and Liquidated Damages.

1. The date of beginning and the time for completion of the work are essential conditions of the Agreement Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor shall commence the performance of this Agreement within ten (10) days of issuance of the Notice to Proceed and shall diligently continue its performance to and until final completion of the project. The Contractor shall accomplish Substantial Completion of the project on or before March 16, 2026.

2. The Contractor will proceed with the work at such rate of progress to insure full completion within the Agreement Time. It is expressly understood and agreed, by and between the Contractor and the City that the Agreement Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

3. The Contractor, within fifteen (15) days of commencing the work, shall provide the City with a schedule for completing the work. Such schedule shall be in a form acceptable to the City. The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the whole project. Each such revision shall be furnished to the City.

4. The Contractor shall pay the City the sum of Five-hundred Dollars ($500) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Agreement. When the City reasonably believes that Substantial Completion will be an inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5. All limitations of time set forth herein are material and are of the essence of this Agreement.

SECTION 4. CITY'S RESPONSIBILITIES.

The City shall:

A. Cooperate with the Contractor to facilitate the performance of the work as necessary.

B. Abide by the terms of this Agreement and allow the rehabilitation to be carried out in accordance with local codes and federal regulations. This includes not undertaking, altering or contracting for the services of another party to complete any of the work specified in the "RFP #2025-012 response unless Contractor specifically authorizes the City to complete a specified item or supply specified materials, and same is agreed to by City.

C. The City assumes the responsibility for environmental review described in 24 CFR 570.604 and initiating the review process under Executive Order 12372.

SECTION 5. COMPLIANCE WITH FEDERAL LAWS.

A. Non-Discrimination and Equal Opportunity: Owner shall not, on the grounds of race, color, national origin, religion, or sex, exclude any person from participation in, or deny any person the benefits of this Agreement, or subject any person to discrimination. Owner shall keep records of its compliance.

Owner shall at all times comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-2000d-4 (Nondiscrimination in Federally Assisted Programs) and implementing regulations contained in 24 CFR Part 1, which prohibits discrimination on the basis of race, color, and national origin in all federally assisted programs.

Owner shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101-6107) and implementing regulations in 24 CFR Part 146.

Owner shall also comply with Title II of the Americans with Disabilities Act (42 U.S.C. §12101, et seq.) and implementing regulations in 24 CFR Part 8, which prohibits discrimination against persons with disabilities in all program activities and services of a public entity. Any contracts entered into by Owner shall include a provision requiring compliance with these regulations. Owner shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

Owner shall cooperate with the City and HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, executive orders, and all related rules and regulations.

b. Fair Housing Act: Owner shall comply with Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act-42 U.S.C. §§3601-3620), as amended, and implementing

regulations at 24 CFR Part 100, et seq., Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations in 24 CFR Part 107 and shall keep all records demonstrating compliance. All housing for sale or rent assisted with federal funds must be made available without discrimination based on race, color, national origin, age, sex, religion, familial status, or disability in accordance with fair housing laws. Additionally, Owner shall comply with Executive Order 11063 and implementing regulations in 24 CFR Part 107, which prohibits discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing, or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

c. Equal Employment Opportunity (Non-Discrimination in Employment: Owner shall comply with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR Part 60, and the Equal Employment Opportunity Clause. Any construction contracts exceeding $10,000 entered into by Owner, Owner, or its contractors and subcontractors shall include a provision requiring compliance with these regulations. Owner shall keep records and documentation demonstrating compliance with these regulations.

d. Copeland "Anti-Kickback" Act: Owner shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by the Department of Labor regulations contained in 29 CFR Part 3.

e. Compliance with Davis-Bacon Act. The Davis-Bacon Act (DBA), along with related acts, ensures that workers on federally funded construction projects receive at least the prevailing wages and fringe benefits for their work. DBRA applies to CDBG funded construction work exceeding $2,000. The Wage Determination for this project is attached hereto as **Exhibit "G"** and made a part hereof by this reference.

f. Utilization of Minority/Women's Business Enterprises: Owner shall, to the greatest extent feasible, ensure that Minority/Women's Business Enterprises are included for consideration for participation in all construction, supply, or service contracts, if any. Owner shall also comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises), Executive Order 12432 (Minority Business Enterprise Development), and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). Owner shall keep such records necessary to comply with 24 CFR §92.508(a)(7).

g. Debarment and Suspension: Owner shall comply with the debarment and suspension requirements set forth in 24 CFR Part 5 and 24 CFR Part 24. Owner shall not enter into a contract with any person, agency, or entity that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689, "Debarment and Suspension," which are made a part of this Agreement by reference. In the event that Owner has entered into a contract or subcontract with a debarred or suspended party, no HOME funds will be

provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. Owner shall keep copies of the debarment and suspension certifications required by 2 CFR Parts 2424 and 91 and documentation demonstrating compliance with the requirements of 2 CFR Part 2424 and 24 CFR 92.508(a)(7).

h. Anti-lobbying provision: Owner shall comply with the disclosure requirements and prohibitions of 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87 and shall so certify to the City. Owner shall complete and comply with the "Certification Regarding Lobbying", attached hereto as Exhibit "O" and made a part hereof by this reference. A copy of this document will be kept in each of the party's files. Owner shall also comply with the requirements for funding competition established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. §3531 et seq.).

i. Conflict of Interest:
(a) Owner shall comply with the conflict of interest provisions in 24 CFR §92.356. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the City who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Owner shall keep records supporting requests for waivers of conflicts prohibited in 24 CFR §92.356. Owner shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

(b) Neither Owner nor any of their directors, officers, employees, agents, consultants, or members shall occupy the newly constructed unit.

j. Lead-Based Paint Prohibited: Owner shall not use lead-based paint in any part of the assisted unit, common elements, or in the entire Property and shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856), and implementing regulations in 24 CFR Part 35, subparts A, B, J and R (Subpart K must also be complied with if acquisition is part of the project. Owner shall keep records demonstrating compliance with these requirements.

k. Audits and Financial Statements:
(a) Owner shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.

(b) In addition, if expending more than $500,000 of Federal awards during an operating year, Owner shall comply with the audit provisions contained in OMB Circular A-133, 24 CFR §85.26 and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. Owner shall submit its annual audit to the City and within one hundred twenty (120) days of the end of Owner's fiscal year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, Owner shall be held liable for reimbursement to the City of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after City has notified Owner of such non-compliance. Any reimbursement by Owner shall not preclude City from taking any other action or pursuing other remedies.

(c) Owner also agrees to allow the City's Internal Audit and Evaluation Department to conduct any audits or financial monitoring the City feels necessary at any time during the term of this Agreement or pursuant to any HUD request.

l. Uniform Administrative Requirements: Owner acknowledges that the City must comply with 2 CFR Part 200 regarding uniform administrative requirements. However, specific aspects of the Uniform Guidance are tailored to the CDBG program, as further detailed in the program regulations at 24 CFR Part 570. If requested by the City to do so, Owner shall provide the City with such documentation and records to satisfy the City's requirements under these various provisions. Owner also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

m. Environmental Review: Owner is not required to assume responsibility for an environmental review or assessment of this program pursuant to 24 CFR Part 58, nor responsibility for initiation of an intergovernmental review of this program and its activities. However, Owner is required to provide information about its activities in order for City to comply with its responsibility under 24 CFR Part 58. Owner shall submit to City any changes to the original proposed list of tasks or Budget so that the City may evaluate this new information and conduct any further environmental review. This information must be submitted to City for approval at least 30 days prior to any commencement of work. Owner also agrees to assist City in addressing environmental issues that may arise during City's review process.

n. Contract Work Hours and Safety Standards Act: Owner shall also comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-332), and other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1, as applicable. Owner shall maintain records demonstrating compliance, including contract provisions and payroll records. All construction contracts and subcontracts entered into by Owner shall contain these labor provisions so as to cover all laborers and mechanics employed in the development of the Project. Owner shall certify to City compliance with these provisions before making any payments under any contracts.

o. Section 3 Economic Opportunity: Owner shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701(u) and implementing regulations at 24 CFR Part 135 regarding economic opportunities for low-income persons.) Owner shall comply with the "Section 3" requirements. A copy of the City of Kissimmee Section 3 Plan is attached as **Exhibit "H".** The Plan includes forms that must be completed accordingly. Section 3 mandates that opportunities for training and employment arising from the use of federal funds shall be provided to Low-Income persons residing in the program service area. Contracts for all types of work to be performed in connection with the Project shall be awarded to business concerns that are located in or owned by persons residing in the program service area. Owner shall also include this provision in contracts or subcontracts in excess of $100,000.00. Owner shall keep records documenting compliance with these requirements as required by 24 CFR §92.508(a)(7).

q. Violence Against Women Act (VAWA). Owner shall comply with 24 CFR §92.359 in order to meet all the Violence Against Women Act (VAWA) requirements, including notification requirements, bifurcation of lease requirements, development of a VAWA lease or lease addendum, and obligations under the Emergency Transfer Plan for the duration of the Affordability Period.

SECTION 6. COMPLIANCE WITH STATE LAW.

A. PUBLIC RECORDS. Contractor acknowledges City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Contractor shall keep and maintain public records required by City to perform the service.

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

i. If the City's Custodian of Records requests records from Contractor, Contractor shall provide City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
ii. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City.

iii. Upon completion of the contract, Contractor shall transfer, at no cost, to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City. Unless otherwise directed by City, all records will be transferred at the conclusion of the Agreement.

iv. Upon notice to Contractor of a request to inspect or copy public records relating to a City's contract for services, Contractor shall provide the records to City or allow the records to be inspected or copied within a reasonable time.

v. If Contractor does not comply with City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by City.

vi. A contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

B. SCRUTINIZED COMPANIES CERTIFICATION. By signing this Agreement, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Contractor has submitted false certification, City shall provide Contractor with written notice of its determination. Contractor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

C. DISCRIMINATORY VENDOR LIST. Contractor hereby acknowledges its continuous duty to disclose to City if Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid,

proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

D. FOREIGN GIFTS AND CONTRACTS. Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

E. SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS. Pursuant to Section 287.05701, Florida Statutes, as may be amended, City cannot give preference to Contractor based on Contractor's social, political, or ideological interest.

F. FOREIGN COUNTRY OF CONCERN. Contractor represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of Section 287.138, Florida Statutes.

G. PUBLIC ENTITY CRIMES. Contractor represents and warrants that it is not listed on the State of Florida's convicted vendor listing established under the provisions of Section 287.133, Florida Statutes, whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. Contractor acknowledges the continuous duty to disclose to the City if Contractor or any of its affiliates are placed on the convicted vendor list.

H. ANTITRUST VIOLATIONS; DENIAL OR REVOCATION UNDER SECTION 287.137, FLORIDA STATUTES. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

I. HUMAN TRAFFICKING. Contractor shall provide City with a completed affidavit signed by an officer or representative of Contractor attesting, under penalty of perjury, that Contractor does not use coercion for labor or services as defined by section 787.06, Florida Statutes. See Exhibit C for a sample human trafficking affidavit.

J. E-VERIFY. In accordance with Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify. Every Contractor shall, upon request provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). City acknowledges that Contractor may use workers outside the United States, who will not be subject to e-verification.

SECTION 7. GENERAL PROVISIONS.

1. Entire Agreement. This Agreement, together with all referenced exhibits, attachments and provisions incorporated by reference, constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement supersedes all prior representation, statements, and understandings among the parties to this Agreement with respect to the matters and things addressed herein, either written or oral. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

2. Contractor agrees to perform the work required by this Agreement in accordance with HUD requirements and local codes and policies, to which the City shall not impose a hindrance.

3. Conflict of Interest. No member, officer or employee of the City of Kissimmee, or its designees or agents, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

4. Notices. Any notice under this Agreement by either party to the other may be by personal delivery in writing or by mail shall be sent by U.S. Mail, Certified Mail, Return Receipt Requested and fax or email to the following:

City: City of Kissimmee Development Services Department
Craig M. Holland, Director
101 Church Street
Kissimmee, FL 34741-5054

Contractor: 2W Construction Corp/DBA 2W Solutions
Nalito Mendes, Sales Management
332 Maguire Road
Ocoee, FL 34761

5. Severability: The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the invalidation or expungement of the invalid provision.

6. Project Records / Public Records. All documents relating in any manner whatsoever to the Project which are in the possession of the Contractor, or any subcontractor, shall be made available to the City for inspection and copying upon request of the City. Furthermore, said documents shall be made available upon request by the City to any state, federal or other regulatory authority and any such authority may review, inspect, and copy such records. Said records expressly include those documents reflecting the cost of construction to the Contractor. The Contractor shall maintain and protect these documents for no less than five (5) years after final completion of the project, or for any longer period of time as may be required by law or construction practice. All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law. This Section shall survive termination or expiration of this Agreement.

7. Applicable Laws / Venue. The parties shall comply with all Federal, State, County, and local laws, regulations, ordinances, and health and safety rules and regulations at all times. The laws of the State of Florida shall govern this Agreement. Venue for any action arising out of this Agreement shall lie in Osceola County, Florida. The parties agree to waive any right to trial by jury for any action arising out of this Agreement. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, reasonable attorney fees of the City Attorney shall be based on the fees regularly charged by private attorney with an equivalent number of years of experience who practice in Orange and Osceola County, Florida.

8. Successors and Assigns. Each party binds itself, its successor, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Agreement. The Contractor may not assign this Agreement without prior written consent of the City.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of the Agreement to be executed.

10. Captions. All captions of the various clauses of this Agreement are for informational purposes only and shall not alter the substance or terms and conditions of this Agreement.

11. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as an extension of liability beyond the statutory limitations of liability set forth in section 768.28 Florida Statutes. Except for the enforcement of the express provisions of this Agreement, which may only be enforced by the expressly identified parties to the Agreement, the City of Kissimmee shall have an maintain all rights, privileges, and immunities of sovereign immunity, including, but not limited to those at common law, and those rights and limitations of liability set out in section 768.28 Florida Statutes.

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IN WITNESS WHEREOF, the Parties have executed this Agreement each upon the date set forth next to his/her name.

2W Construction Corp/DBA 2W Solutions
By: Nailto Mendes
Name: NAILTO MENDES
Title: SALES MANAGER

Signed in the presence of two witnesses:

Signature

Print Name: MAURICIO MATTHIESEN

Luciana Moura
Signature

Print Name: LUCIANA MOURA

CITY OF KISSIMMEE, FLORIDA,
a municipal corporation

By:
Mayor
Date:

ATTEST:

By: _____
City Clerk

EXHIBIT "A"
RESPONSE TO REQUEST FOR PROPOSALS

EXHIBIT "B"
BUDGET

Item	Cost
Site Work (grading, clearing, tree removal, pad prep)	9,95.25
Concrete Foundation & Slab	26,246.29
Concrete Block Exterior Walls & Stucco	22,868.05
Framing, Trusses & Roof Decking	14,032.67
Roofing (peel & stick, shingles, drip edge)	17,099.07
Impact Windows & Hurricane Doors	23,075.94
Insulation (R-38 batt)	5,050.00
Drywall, Texture & Paint	12,941.24
Flooring (Porcelain Tile throughout)	12,265.59
Interior Trim, Doors & Hardware	9,459.06
Cabinets & Countertops (Formica on plywood)	8,055.09
Plumbing (including nitrogen-reducing septic)	15,072.13
Electrical (LED fixtures, fans, outlets, panel)	13,305.05
HVAC (15 SEER, central heat & air)	11,537.97
Appliances (cooktop, fridge, W/D hookups)	9,770.90
Driveway, Sidewalk & Landscaping (sod front/sides/back)	9,770.90
Permits, Engineering, Surveys	5,249.26
Builder's Risk Insurance & General Requirements	9,770.90
Final Cleaning, Trash Disposal, Site Cleanup	4,885.45
Project Management & Overhead	5,449.23
TOTAL	**245,000.00**

ITEM 7.K
Installation of a cured-in-place stormwater pipe under Westlake Drive

Request

Approval to contract for a cured-in-place pipe lining with SAK Construction, LLC (contract # 20250408) in the amount of $113,800.

Explanation

The 48” storm pipe located under Westlake Drive has experienced multiple failures at the segment joints causing the ground above to erode and subside in the right-of-way. Because of its depth, location and conveyance requirements, replacing the pipe would be impractical and costly since access to Emerald Pointe must remain open to traffic. This drainage system serves as a major stormwater connection between Buena Ventura Lakes and Bass Slough.

A cured-in-place pipe provides a trenchless rehabilitation method where a resin-impregnated liner is inserted into the existing pipe and then cured in place, creating a new, structurally sound pipe within the old one. This method creates a new, structurally independent pipe within the old pipe, providing strength and integrity. Trenchless pipe lining is a non-invasive process, that avoids the needs for extensive digging and excavation. Purchase is through a piggyback contract with Clay County, Florida. This request has been reviewed and approved by Purchasing along with review and approval by legal.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945506-506393	SW2506	Decrease	$798,759.00	$113,800.00

Financial Summary:

Sufficient funds are available in the Stormwater Utility Fund in project SW2506.

Recommendation

Approval to contract pipe lining with SAK Construction, LLC in the amount of $113,800.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
City of Kissimmee

1. (S)Slip-Line Agreement

Docusign Envelope ID: C49E7537-5123-462C-8957-64CF6A8B12A1

AGREEMENT BETWEEN CITY OF KISSIMMEE
AND
SAK CONSTRUCTION LLC

THIS AGREEMENT is made this _____ day of _____, 2025 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, hereinafter "**CITY**" and **SAK CONSTRUCTION LLC,** a Limited Liability Company authorized to do business in the State of Florida, hereinafter "**CONTRACTOR**," collectively hereinafter referred to as "**PARTIES,"** and each represents as follows:

WITNESSETH

WHEREAS, the CITY desires to retain the services of a competent and qualified contractor to provide cured-in-place pipe serviced for stormwater pipes; and

WHEREAS, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, Pursuant to 4.3.1.1 of the City's Purchasing Code, the CITY may procure goods and services from bid or proposals from any government subdivisions when its in the best interest of the City of Kissimmee; and

WHEREAS, Pursuant to a competitive bidding (Bid No.: 24/25-073) and selection process, Clay County, a political subdivision of the State of Florida awarded the bid to**, SAK CONSTRUCTION LLC;** and

WHEREAS, the Clay County, Florida, as a Lead Public Agency, subsequently entered into an Agreement (Contract No 2024/2025 – 256) on May 12, 2025, which is attached hereto as **Exhibit "A"** and incorporated herein (hereinafter referred to as "MASTER AGREEMENT"); and

WHEREAS, the CITY has determined that the specifications in the solicitation by Clay County are similar in nature to the equipment and technology needed by the CITY, and therefore it is economically advantageous and in the best interest of the CITY to enter into a cooperative purchase contract with CONTRACTOR.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, each party hereby promises to the other as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and specifically incorporated herein.

Docusign Envelope ID: C49E7537-5123-462C-8957-64CF6A8B12A1

SECTION 2. TERM. The term of this Agreement shall begin upon execution and continue through June 6, 2027, the date of expiration of the MASTER AGREEMENT. This Agreement may be extended if the MASTER AGREEMENT is extended.

SECTION 3. CONTRACT PROVISIONS. The Parties agree that the terms and conditions of the MASTER AGREEMENT entered into by the Clay County, Florida and CONTRACTOR are binding to the Parties, unless otherwise agreed to herein.

SECTION 4. PRODUCTS AND PRICING. CONTRACTOR will provide all necessary lining materials and equipment at the pricing as outlined in **Exhibit "B"**. The CITY shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statues. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the CITY'S receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

SECTION 5. NOTICE. The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Kissimmee
101 Church Street
Kissimmee, FL 34741

CONTRACTOR: SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

SECTION 6. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 7. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

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SECTION 8. CONFLICT. To the extent that any conflict shall arise between this Agreement and the terms and conditions of the MASTER AGREEMENT, the terms and conditions of this Agreement shall prevail.

SECTION 9. FUND AVAILABILITY AND USE OF CONTRACTOR. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 10. EMPLOYMENT VERIFICATION (E-FERIFY). In accordance with Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify .

Every CONTRACTOR shall, upon request provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SECTION 11. SOVEREIGN IMMUNITY. The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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SECTION 12. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 13. EQUAL OPPORTUNITY EMPLOYER. CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 14. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of CITY, and shall be retained by CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full City audit is complete, whichever comes first. CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act; Chapter 119, Florida Statutes. CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of CITY. CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 15. PROJECT MANAGERS. CITY and CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by CONTRACTOR to serve as its Project Manager for this, Agreement, or any replacement thereof, is subject to prior written approval and acceptance of CITY. If CITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. CITY will notify CONTRACTOR, in writing, if the current CITY Project Manager is replaced by another individual.

A. CITY'S Project Manager's contact information is as follows:

Jeff Mattern, Streets & Stormwater Manager
City of Kissimmee
2213 Mabbette Street
Kissimmee, FL 34741

B. CONTRACTOR'S Project Manager's contact information is as follows:

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Taylor Savoie
SAK Construction, LLC
1767 Benbow Court, Suite C
Apopka, FL 32703

SECTION 16. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by CITY. CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should CONTRACTOR provide CITY with products and/or services not under this Agreement, CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency hurricane, tornado, flood, or other acts of God. CONTRACTOR's emergency response will be governed in accordance with the State of Florida Department of Management Services contract number 92121500-20-1, and the approved State of Florida Department of Management Services contract's emergency response bill rates.

SECTION 17. PUBLIC RECORDS. The City is a public agency subject to the Florida Public Records Law expressed in Chapter 1 19, Florida Statutes. Accordingly, to the extent that it is determined that CONTRACTOR is acting on behalf of City as provided under Section 119.011 (2), CONTRACTOR agrees to also comply with that law, specifically including to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
2. If the City's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records with a copy of the requested records or provide City with access to inspect public records within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the City.
4. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

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requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to a City's contract for services, CONTRACTOR shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

5. If CONTRACTOR does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

6. A CONTRACTOR who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

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

SECTION 18. SCRUTINIZED COMPANIES CERTIFICATION. By signing this Agreement, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel. If City determines, using credible information available to the public, that CONTRACTOR has submitted false certification, City shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

SECTION 19. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 20. INDEMNIFICATION. CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by CITY, caused by the acts and/or omissions of CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. CONTRACTOR agrees to indemnify, defend and hold CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

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SECTION 21. TERMINATION. Either party may terminate this Agreement, with or without cause, given sixty (60) days written notice to the other party.

SECTION 22. ENTIRETY OF AGREEMENT. This Agreement, together with corresponding Exhibits and together with Master Agreement and RFP referenced herein and attached hereto, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. In the event of a conflict between the provisions of this Agreement and either of the corresponding exhibits, the provisions of this Agreement control. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement effective the later of the dates that each party signed this agreement.

SAK CONSTRUCTION LLC

Joe Feuerborn

STATE OF MISSOURI)
COUNTY OF ST. CHARLES)

The foregoing instrument was acknowledged before me this 19th day of September, 2025, by means of ☐ physical presence or ☒ online notarization, by Joe Feuerborn as President of SAK Construction LLC., who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

Barb Marler
Notary Public

BARBARA MARLER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: December 19, 2026
Commission Number: 14126252

CITY OF KISSIMMEE

_____
Mayor-Commissioner

Date:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

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EXHIBIT A
MASTER AGREEMENT

Clay County Agreement/Contract No. 2024/2025 – 256

AGREEMENT FOR CURED-IN-PLACE PIPE SERVICES COUNTYWIDE

This Agreement for Cured-In-Place Pipe Services Countywide ("Agreement") is entered into this 6 day of June, 2025 ("Effective Date"), and is between SAK Construction, LLC, a Foreign Limited Liability Company authorized to do business in Florida ("Contractor"), and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued an Invitation for Bid, Bid No.: 24/25-073 ("Bid") to establish contract(s) for Cured-in-Place Pipe Services (CIPP) at various locations throughout the county on an as-needed basis; and

WHEREAS, the Contractor responded to the Bid with a proposal to offer the requested services ("Contractor's Response"); and

WHEREAS, the County evaluated the proposals submitted, and on May 13, 2025, the Board of County Commissioners of Clay County, Florida accepted staff's evaluation and awarded the Bid to two contractors, including the Contractor, as the lowest responsive and responsible qualified bidders (collectively referred to as "CIPP Contractor(s)"); and

WHEREAS, the Contractor is licensed and qualified to provide the requested services and has previously provided CIPP services to the County; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid, including any addendums and attachments thereto, and the Contractor's Response apply to this Agreement and are incorporated herein by reference; and

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WHEREAS, the parties desire to enter into this Agreement, and the Contractor desires to provide the requested services to the County subject to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. PROJECTS, ASSIGNMENTS AND SCOPE OF WORK

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

For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Jeffery Smith, or designee.

The Contractor shall be responsible for furnishing all labor, materials, equipment, and related resources necessary to perform Cured-In-Place Pipe (CIPP) lining installation services at various locations throughout the County on an as-needed and as-assigned basis, in accordance with the Bid Scope of Work, attached hereto as **Attachment A** and incorporated herein by reference. The services to be performed by the Contractor also include, but are not limited to, Mobilization, Maintenance of Traffic, Dewatering and Pipe Cleaning, Environmental Compliance, Quality Control (Q.C.) Testing, and Miscellaneous Non-Bid Items.

As used in this Agreement, the term "Work" shall encompass the full scope of services, labor, supplies, materials, equipment, and deliverables provided or installed under this Agreement, whether completed or in progress. Work shall occur within roadways, rights-of-way, easements, and other County-owned properties throughout Clay County.

The Contractor's unit prices for furnishing and installing CIPP are listed in the Price Table, attached hereto as **Attachment B** and incorporated herein. Lump sum pricing for services without established unit prices such as Mobilization, Maintenance of Traffic, Dewatering and Pipe Cleaning, Environmental Compliance, Q.C. Testing, and Miscellaneous Non-Bid Items shall be negotiated on a per-Project basis once the Project's scope has been defined.

Projects shall be assigned on an as-needed basis and shall be authorized pursuant to the terms and conditions of this Agreement. Each individual assignment shall be referred to herein as a "Project", and all such assignments collectively shall be referred to as the "Projects". The process for assigning Projects under this Agreement shall be as follows:

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For each Project, the County will develop a scope of work and prepare an estimate based on the Contractor's unit prices listed in **Attachment B**.

The CIPP Contractors will be asked to finalize the estimate with site specific lump sum amounts for items without fixed unit prices (e.g., Mobilization, Maintenance of Traffic, Miscellaneous Non-Bid Items, etc.).

The CIPP Contractors shall submit to the County the following within the timeframe specified by the County Project Manager or Purchasing Department:

Final cost estimate,

Anticipated start date,

Estimated duration, and

Proposed project schedule.

The County will evaluate the submitted final estimates and assign Projects by issuing a Task Order and Purchase Order to the CIPP Contractor offering the lowest overall final estimate and availability that aligns with the County's scheduling needs. The County reserves the right to reject any or all proposals if they are not in the County's best interest or exceed the available budget. Nothing herein obligates the County to issue a Task Order and Purchase Order to either CIPP Contractor.

Task Orders will be issued by the County's Purchasing Department in the general form attached hereto as **Attachment C** and must be executed by both parties. A Project is not officially assigned to the Contractor and the Contractor shall not commence Work on any Project under this Agreement until a Task Order is executed by the County Manager on behalf of the County and the Contractor. The fully executed Task Order shall become a part of this Agreement. The Contractor shall perform all Work for each assigned Project in accordance with the Bid Scope of Work at **Attachment A**, the executed Task Order, and this Agreement. The County may assign multiple Task Orders simultaneously during the term of the Agreement.

In providing the Work, the Contractor must:

Be familiar with the Work, deadlines, requirements, and the conditions under which the Work is to be completed.

Obtain and pay for all applicable permits, fees, licenses, and final County and municipality inspections.

Keep the Project Manager apprised of the progress and status of all assigned Projects.

Meet with the Project Manager as needed and as arranged by the parties to review the status of the Work for all assigned Projects, upcoming critical activities, and overall performance.

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Coordinate work days and hours with the Project Manager or designee.

Perform and complete all necessary inspections for each Project and coordinate such inspections with the Project Manager, including, but not limited to all closed circuit television inspections in accordance with ASTM standards for pre-lining, if requested, and post-lining as addressed in **Attachment A**.

Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the County.

Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County.

Not use any false, deceptive or misleading trade practices in the performance of the Work.

Punch List. For each Project assigned under this Agreement wherein the final cost estimate for such Project exceeds $200,000 and as determined by the County, the Contractor agrees to comply with the requirements set forth in this provision for the development of a punch list in accordance with Section 218.735(7), Florida Statutes. Promptly upon the achievement of Substantial Completion of the Project, the Contractor shall submit written notice thereof to the Project Manager. As used herein, "Substantial Completion" shall mean the achievement of beneficial occupancy or use of the Project. Within 10 days following the service of such notice or as otherwise agreed to by the parties, the Contractor and the Project Manager shall meet to inspect the Project for the purpose of developing and reviewing a single written list of items and the estimated cost to complete each item on the list required to render the Project complete, satisfactory, and acceptable in accordance with Section 218.735(7), Florida Statutes ("Punch List"). Within 5 days following the meeting, the County will prepare and deliver the finalized Punch List to the Contractor. Upon such delivery, the Contractor shall have no less than 30 calendar days, or as otherwise agreed to by the parties, to complete the items identified therein. The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of the Contractor to complete all of the Work under the Agreement. All items that require correction under the Agreement which are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor.

In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to perform all Work assigned under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Work pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Work comply with the terms of this Agreement, have current licenses and permits required to perform the Work, and are fully qualified and capable to perform their assigned tasks. The Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Project.

The Contractor shall perform the Work using the degree of care and skill ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same or similar geographic area and in compliance with all applicable laws ("Standard of Care").

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In performance of the Work, the Contractor acknowledges that it is bound by and shall comply with and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws, statutes, and regulations applicable to the Work performed under this Agreement, including, but not limited to, FDOT Standard Specifications for Road and Bridge Construction, as such may be modified from time to time. Any reference in this Agreement to a particular law, statute, rule, or regulation in no way implies that no other law, statute, rule, or regulation applies. Any violation of these laws, statutes, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

The County reserves the right to modify the scope of Work and to add to, remove, and/or modify any or all of the items in the Price Table attached hereto. Additionally, the County reserves the right to negotiate with the Contractor any non-bid items necessary for the successful completion of a Project.

The County, by virtue of this Agreement, gives the Contractor no guarantee of any Work or any specific amount of Work, Task Orders, or Projects that may be issued or assigned during the term of this Agreement.

This Agreement is a non-exclusive contract and does not create an exclusive relationship between the County and the Contractor. The Contractor shall be free to provide services that are not in conflict with the Work to be provided under the Agreement, and the County shall be free to provide and/or obtain similar services from other contractors.

The County may conduct performance evaluations at any time during performance of the Work or soon after the completion of any Project to ensure compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

SECTION 2. ADDITIONAL WORK AND FEES

If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under the Agreement but are beneficial to the County, such additional work, materials, or services, including scope, timing, and fees must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

SECTION 3. TERM AND TIMELY PERFORMANCE

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The term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of two years from the Effective Date. This Agreement may be renewed for up to two additional one-year terms upon the mutual written agreement of the parties.

The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Work associated with each Project. The Contractor agrees to timely perform all necessary Work to complete each Project in accordance with the Agreement and the deadlines set forth in the Task Order for the Project.

Notwithstanding the expiration of this Agreement or any renewal term, any Task Orders issued under this Agreement that are pending at the time of such expiration shall remain in effect and be subject to the terms and conditions of this Agreement, as it may be renewed or amended, until such Task Orders are fully completed and delivered or otherwise terminated. Both parties agree to continue to fulfill their respective obligations under the terms of this Agreement, as it may be renewed or amended, with respect to any such pending Task Orders until the completion or termination of such Task Orders.

Upon the effective date of termination or expiration of the Agreement, the Contractor shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, specifications, surveys, calculations, drawings, artwork files, plans, maps, and summaries relating to this Agreement (other than working papers) that have been accumulated by the Contractor, provided to the Contractor by the County, and/or prepared or developed by the Contractor or by any subconsultant or subcontractor on behalf of the County and for which the Contractor has been paid to provide and perform the Work required to produce such documents. The Contractor agrees to provide these documents to the County within 10 business days of the County's request in such format and/or arrangement as requested by the County, including, but not limited to, electronic and/or physical copies. The Contractor shall also require that all subconsultants or subcontractors hired or otherwise engaged by the Contractor to provide Work in connection with this Agreement agree in writing to be bound by this provision.

SECTION 4. PAYMENT FOR WORK

The County shall compensate the Contractor for Work performed on an assigned Project based on the unit prices for CIPP items and the actual quantities installed, as well as the lump sum prices established for the Project. Payment shall be made upon submission of an Invoice in accordance with Section 5. The applicable unit prices for each Project shall be those listed in **Attachment B**, and lump sum prices for items without fixed unit prices shall be as established specifically for the Project.

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The unit and lump sum prices include the Work performed by the Contractor and its subcontractors, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, costs, transportation, supervision, insurance, bond(s), permits, fuel and bituminous indexes, environmental surcharges, disposal of waste, landfill costs, rental equipment, delivery charges, employment of additional personnel, and any other expenses associated with the Contractor's performance of the Work to complete each Project.

No increases in the unit prices set forth in **Attachment B** are permitted during the initial two year term. Thereafter, the Contractor may request an adjustment to the unit prices by providing written notice to the Project Manager no later than 60 days prior to the end of the initial term and any renewal term thereafter. The written notice must identify the requested adjustments to the unit prices and associated item(s) and the reasons for the adjustments. Any requested increase to a unit price must be justified by the Contractor by providing proof of cost increases in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The County and the Contractor may then enter into negotiations to address the requested adjustments. Negotiated increases shall not exceed prior 12 months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. If the Contractor fails to timely provide written notice along with supporting documentation for the adjustment and/or the County determines that the requested adjustment is excessive or is not deemed to be competitive for the services, the County may refuse to accept the requested adjustment and may refuse to enter into a renewal term. Any agreed to adjustment(s) to the unit prices during a renewal term shall be made a part of this Agreement by a written amendment and shall remain firm for such renewal term.

SECTION 5. PAYMENT PROCEDURES

As used in this Section, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act.

The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Work done or completed for each Project. All partial Invoices/estimates and payments shall be subject to correction when submitted, and/or, in the subsequent estimates and payments, and the final estimate and payment.

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The amount of the monthly payment shall be the total value of the Work rendered for the Project to the date of the Invoice, in accordance with the amount(s) set forth in the Task Order for the Project, less an amount retained (where applicable), and less requests previously submitted and payments made. For each Project wherein the final cost estimate of the Work for such Project exceeds $200,000, the County may withhold from each monthly and/or progress

payment a certain amount as retainage which shall be determined in accordance with Section 218.735, Florida Statutes, as follows:

The County may withhold from each monthly and/or progress payment due to be made to the Contractor under the Agreement an amount not to exceed 5 percent of said payment as retainage.

Within 20 business days after the Punch List is created, the Contractor may submit a payment request for the contract balance that includes all retainage previously withheld by the County less an amount equal to 150 percent of the estimated cost to complete the items on the Punch List.

Upon completion of all items on the Punch List, the Contractor may submit a payment request for the amount withheld by the County in accordance with subsection 2 above. If a good faith dispute exists as to whether one or more items identified on the Punch List have been completed pursuant to the Agreement, the County may continue to withhold up to 150 percent of the total costs to complete such items.

Invoices shall be signed by the Contractor and must include the following information and items:

The Contractor’s name, address and phone number, including payment remittance address.

The Invoice number and date.

Reference to the Agreement and Task Order by its title and number as designated by the County and Purchase Order number, if applicable.

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Certificate of Partial Payment (as applicable).

The period of the Work covered by the Invoice.

The total amount of payment requested, the total amount previously requested, and the total amount paid to date for each Project.

Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Work completion.

The Contractor must provide any additional documents, certificates, or information as needed to support or document the Invoice as may be requested by the County.

Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Work as delivered, installed, or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Work within the scope of the Invoice has not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor in writing within 20 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. If an Invoice is rejected by the County as set forth herein and the Contractor submits an Invoice that corrects the deficiency, the corrected Invoice must be paid or rejected within 10 business days after the date the corrected Invoice is stamped as received.

By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute concerning payment of an Invoice remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting between the Contractor's representative and the Project Manager with the County Manager, to be held no later than 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor

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regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Work have received their pro rata share of previous periodic payments to the Contractor for all Work completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of payment, including progress payments, pay all subcontractors and suppliers performing any of the Work or supplying any of the materials with respect to the Work their pro rata shares of the payment for all Work completed and materials supplied. The term "subcontractor", as used herein, shall mean a person(s) or firm(s) that enters into a contract with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Work for which partial payment has been made by the County, and work done under equipment rental contracts.

Withholding of Payment. The County may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the County from loss because of:

Defective Work not remedied by the Contractor and, in the opinion of the County, not likely to be remedied by the Contractor;

Claims of third parties against the County or County property;

Failure by the Contractor to pay subcontractors or others in a prompt and proper fashion;

Persistent failure to carry out the Work in accordance with the Bid; or

Damage to the County or a third party to whom the County may be liable.

Final Payment for an assigned Project.

Upon completion of the Work for an assigned Project, the Contractor shall notify the Project Manager that the Work is ready for final inspection. The Project Manager will review the post-lining closed

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circuit television inspection and inspect the Work to determine whether the Work has been completed in full compliance with the requirements of this Agreement. Upon confirmation of satisfactory completion, the Contractor shall submit final Invoice for payment for the Work associated with the Project.

Prior to final payment for each Project assigned under this Agreement, final accounting of the total amount of all payments shall be provided by the Contractor. Utilizing the final accounting of costs and the Contractor's records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment is to be made subject to the County agreeing with the final accounting of cost and payment of Work of the Contractor.

Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection of such Project. The County retains the right to recover damages for the recovery of defective or deficient Work not discovered by County at the time of final inspection.

It is understood and agreed to by the parties that final payment is not due and payable and the County shall not be obligated to remit final payment under the Agreement for the Project until the following items have been completed and/or submitted to and approved by the County in proper form and substance:

Final accounting addressed above;

Completion of the Punch List;

Completion of the final inspection;

Final acceptance by the County of the Project;

Releases of Liens or equivalent proof of payments to subcontractors and suppliers;

Contractor's warranty and any warranties from third parties; and

Certificate of Final Payment.

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It is agreed and understood that the acceptance of the final payment by the Contractor for the Project shall constitute a full and complete release of the County from any and all claims or demands against the County or any of its officers, principals, employees, members or agents arising out of or by reason of any Work done or material furnished under this Agreement for such Project, unless a claim was previously and properly filed by the Contractor against the County.

SECTION 6. CHANGE ORDERS

As used herein, a "Change Order" means a written change, amendment, or modification to this Agreement or a Task Order that must be approved in writing by the County. Change Orders may be used to clarify the Work, modify the scope of Work, adjust unit or lump sum prices or the total price, extend the Project schedule, settle contract claims, address unforeseen conditions, or otherwise ensure the Project is functionally operational in accordance with the intent of this Agreement. Prior to requesting approval of a Change Order, the Contractor shall review all cost proposals and negotiate in good faith with any affected subcontractors. The Contractor shall provide the County with documentation supporting the validity and reasonableness of the proposed Change Order, including itemized pricing, time impacts, and any other relevant details as may be applicable. The proposed Change Order shall clearly set forth the requested cost adjustments, time extensions, and any other material changes to the Agreement. No work or services covered by a proposed Change Order shall be performed, nor shall payment be made until the County has approved the Change Order in writing. In the absence of prior written approval, the Contractor waives any claim for additional compensation or time related to the unapproved work. Submission of supporting documentation by the Contractor shall not, in itself, be construed as validation of the claim. Approved Change Orders will be made a part of this Agreement by a written amendment executed by both parties.

Each Change Order must clearly set forth the basis for the change or requested adjustment, and must be supported by sufficient substantiating data to allow for a full and fair evaluation by the County. If a Change Order includes a request for a time extension, it must also include a detailed explanation of the circumstances justifying the extension, accompanied by adequate documentation or information to support such request. Change Orders shall not be used to request time extensions resulting from delays or conditions attributable to the Contractor.

SECTION 7. INSURANCE AND BONDS

The Contractor shall maintain throughout the term of this Agreement and completion of any Work and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

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Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

$1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

$50,000 each occurrence for Damage to Rented Premises

$5,000 Medical Expenses (any one person)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

Workers Compensation Statutory limits

Employers Liability $100,000 Each Accident

$500,000 Disease Policy

$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The

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County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work.

Umbrella/Excess Insurance

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, the Contractor may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Work, the Contractor must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

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The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Contractor shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

The County reserves the right, at its sole discretion, to require the Contractor to furnish a performance and payment bond, or a bond rider amending an existing bond, for any individual Project or based on the cumulative volume of active Task Orders issued under this Agreement. Such requirement may be exercised when the value of an individual Project exceeds a threshold amount determined by the County, or when the County determines that the volume or scope of active Task Orders warrants additional financial security. If required, the Contractor shall provide the bond or rider in a form acceptable to the County, issued by a surety authorized to conduct business in the State of Florida, and in an amount specified by the County and set forth in the applicable Task Order.

SECTION 8. INDEMNIFICATION; SOVEREIGN IMMUNITY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence,

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recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 9. DEFAULT AND TERMINATION

Default by Contractor. If the Contractor breaches any covenant made by it hereunder; fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress in relation to an assigned Project so as to endanger performance under the terms and conditions of this Agreement; fails to perform or begin Work on time or as directed by the Project Manager; fails to comply with the Project Schedule; fails to perform the Work with sufficient and/or properly skilled workmen or with sufficient materials or equipment; performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Work, or fails to resume Work which has been discontinued within a reasonable time after notice to do so; fails to make payment to subcontractors or suppliers in accordance with the Agreement or in accordance with the respective agreements between the Contractor and the subcontractors or suppliers; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Work under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written notice of default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have 10 calendar days after receipt of the notice of default to either cure the default or, if the default is not curable within 10 calendar days, provide a written cure plan to the County describing how and when the default will be cured, which the County in its sole discretion may approve or disapprove. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan.

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Upon the failure or inability of the Contractor to cure the default, as set forth in (a) above, the County may at its discretion exercise any one of the following remedies, either concurrently or consecutively:

Terminate the Agreement and/or individual Task Order for cause.

Begin an appropriate legal or equitable action to enforce performance of this Agreement.

Withhold or suspend payment of all or any part of a request for payment.

Exercise any corrective or remedial actions, to include, but not be limited to:

Request additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance.

Issue a written warning to advise that more serious measures may be taken if the situation is not corrected.

Advise the Contractor to suspend, discontinue, or refrain from incurring costs for any activities or Services.

Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not preclude the County from pursuing any other remedies in this Agreement or provided at law or in equity.

Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate this Agreement and/or individual Task Order, in whole or in part, for cause immediately upon written notice of termination by the County Representative to the Contractor. In the event the County terminates the Agreement and/or individual Task Order, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, costs, and any other expenses incurred due to this action.

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Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement and/or individual Task Order, in whole or in part, for the convenience of the County. The County Representative shall give 30 calendar days prior written notice of termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Work satisfactorily performed up to receipt of the notice of termination, together with any retainage withheld, and thereafter until the date of termination, the Contractor shall be paid only for such Work as is specifically authorized in writing by the County.

Mutual Termination. The parties may agree to terminate this Agreement and/or individual Task Order for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.

Unless directed differently in the notice of termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County.

Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Work performed.

Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a “Force Majeure”. For purposes of this Agreement, the term “Force Majeure” means any cause, action or agency delaying or preventing the performance of a party’s obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Contractor may request a reasonable extension of time for performance of its Work.

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SECTION 10. LIQUIDATED DAMAGES

The County reserves the right to recover liquidated damages for each calendar day the completion of the Work for an assigned Project is delayed beyond the scheduled completion date set forth in the Task Order. If liquidated damages are associated with a particular Project, as determined by the County, the liquidated damages amount shall be identified in the Task Order for such Project. Such liquidated damages amount shall not exceed the daily liquidated damage charges established in FDOT's Standard Specifications for Road and Bridge Construction Section 8-10. This Section shall apply to each Project wherein a liquidated damages amount is identified in the Task Order for such Project.

In the event the Project is not completed by the completion date set forth in the Task Order, the identified liquidated damages amount will be enforced as further defined below. The parties agree that such liquidated damages are not a penalty.

The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement and that the County will incur damages if the Contractor's Work for the Project is not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform, and complete its Work so the Project is completed by the Substantial Completion Date. The parties agree that the total amount of the County's damages, in whole or in part, due to the Contractor's failure to complete the Project, will be difficult, if not impossible, to definitely ascertain and quantify. Should the Contractor fail to complete the Project by the completion date set forth in the Task Order, it is mutually agreed to and understood by both parties that the Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum identified in the Task Order per calendar day for each and every day after the scheduled completion date for the Project until completion is achieved. This liquidated damages provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until completion has been achieved by any completing contractor or County forces. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County. Notwithstanding the foregoing, the Contractor shall have no liability for any liquidated damages due to or arising from (a) any County delay, for which the Contractor has delivered to the County prior written notice describing the delay and its cause, unless such delay is due to the Contractor's breach hereunder; (b) the withholding on the part of the County through the Project Manager of any consent, direction or approval required by the County hereunder which causes delay on the part of the Contractor and for which the Contractor has delivered to the County prior written notice describing the delay and its cause; and (c) delays caused by and directly attributable to any event of Force Majeure for which the Contractor has

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delivered to the County prior written notice describing the delay and its cause. The completion date for the Project shall be extended for a period of time equal to the aggregate of all delays arising under the sentence immediately preceding, including any extensions authorized by an approved Change Order.

Permitting the Contractor to continue and to finish the Project after the expiration of the time allowed, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Agreement.

The parties agree that, although such liquidated damages are difficult to ascertain, the amount identified in the Task Order for the Project is the amount that has been agreed upon by the parties as the reasonable approximation of the amount of damages the County would suffer due to the Contractor's breach as addressed above. The County's decision to recover liquidated damages shall not be construed as a waiver of any legal remedies the County may have as to any subsequent default or breach under this Agreement.

The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. AUTHORITY TO SUSPEND WORK

The County Representative and/or Project Manager shall have the authority to suspend the Work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, use of unacceptable equipment, conditions which are considered unfavorable for the prosecution of the Work, or if the County is prevented or enjoined from proceeding with the Work either before or after the start of any Work by reason of any litigation or other reason beyond the control of the County. In the event of any such suspension, the Contractor shall not be entitled to make or assert a claim for damage by reason of said delay, but time for completion of the Project will be extended to such reasonable time as the County may determine and will be set forth in writing. The Contractor shall be paid for all Work rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work. The suspension or delay of Work, regardless of whether caused by the actions or inactions of the County, does not give rise to any claim by the Contractor against the County.

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SECTION 12. SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESTORE DAMAGED PROPERTY

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or ADA regulations. All equipment safety devices installed by the Contractor shall be in place and in proper working order at all times during the Work.

The Contractor shall maintain a safe and secure worksite for the duration of the Work. The Contractor shall maintain all areas in a neat and presentable condition. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Work to include establishing barricades, fencing, or any other means necessary to protect the public, County staff, Contractor, and Contractor employees during the Work and secure all equipment, tools, and related materials.

The Contractor shall preserve from damage all property, including, but not limited to, structures, vehicles, utilities, roads, roadway shoulders, signing and guardrails, sidewalks, driveways, fencing, inlets, manholes, junction boxes, culverts, under drains, curbs and gutters, grassed areas, trees, shrubbery, etc. along the line of the Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. If property is damaged by reason of the Contractor's Work on or around such property, then the Contractor shall be held responsible for repairing or replacing such property at its expense to the satisfaction of the County prior to the County's final acceptance of the Project. When adjacent property is affected or endangered by any Work done under this Agreement, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property.

In case of failure on the part of the Contractor to repair and/or replace such property, or to make good such damage, the County Representative and/or Project Manager may upon five days' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement.

Should the County have any expenses incurred due to the Contractor not restoring the damaged property, any appropriate labor, material, and/or equipment use or rental to restore such damaged property to its original condition will be deducted from the final Invoice prior to payment being made by the County to the Contractor.

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Nothing in this Section shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County Representative and/or Project Manager, provided that such property has not been damaged as a result from the performance of the Work or through fault of the Contractor, its employees or agents.

SECTION 13. AUDIT OF CONTRACTOR'S RECORDS

All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Contractor and any of its subcontractors shall maintain all books, documents, papers, financial/accounting records and other evidence pertaining to costs incurred in the performance of the Work, and the Contractor must make the records available upon request.

All records connected with this Agreement must be retained for a period of at least 5 years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

Failure of the Contractor or any of its subcontractors to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

The Contractor must require that each of its subcontractors will provide access to the subcontractor's records pertaining to the Work upon request by the County.

The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 14. TAXES

In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

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SECTION 15. APPROPRIATED FUNDS

The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 16. SCRUTINIZED COMPANIES CERTIFICATION

In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 17. E-VERIFY REQUIREMENT

Pursuant to Section 448.095, Florida Statutes, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Contractor must provide evidence of compliance with this provision. Failure

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to comply with this Section is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

SECTION 18. HUMAN TRAFFICKING ATTESTATION

In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, hereby attests under penalty of perjury as follows:

The Contractor does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

If, at any time in the future, the Contractor does use coercion for labor or services, the Contractor will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.

By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

SECTION 19. NOTICE

(a) All notices given under this Agreement (excluding day-to-day communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed to have been duly given (1) when delivered by hand, (2) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or

(3) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor: If to the County:

SAK Construction, LLC 864 Hoff Road

O'Fallon, MO 63366

Attention: Boyd Hirt, Vice President

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Clay County

P.O. Box 1366

477 Houston Street

Green Cove Springs, FL 32043 Attention: County Manager Copy to: Project Manager

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the respective party will be provided to the other party.

SECTION 20. PUBLIC RECORDS

The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

Keep and maintain public records required by the County to perform the Work required under the Agreement;

Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Work. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or

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confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request systems of the County.

The Contractor's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 21. SUBCONTRACTORS

The County authorizes the utilization of the subcontractors identified in the Contractor's Response to the Bid. The Contractor shall obtain prior written authorization from the County for the utilization of any other subcontractors in connection with the Work to be performed under this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County. Any approval required shall be provided on a reasonable basis and to allow Contractor to maintain the Project Schedule.

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Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor.

The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Work of its subcontractors and of persons directly or indirectly employed by them.

The Contractor shall cause appropriate provisions under this Agreement to be inserted in all subcontractor agreements relative to the Work giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 22. WARRANTIES AND REPRESENTATIONS

The Contractor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. The Contractor has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its Work, services, duties and obligations under this Agreement. The Contractor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its work, services, duties and obligations under this Agreement.

The Contractor does hereby warrant that all labor and materials furnished, and Work performed are in accordance with the Agreement, Task Order, and authorized modifications thereto, and will be free from defects due to defective material or workmanship for a period of two (2) years from the date of final acceptance of the Project. Should any defects develop during the warranty period due to improper materials, workmanship or arrangement, the same shall, upon written notice from the County, be made good by the Contractor at no cost to the County.

The Contractor hereby warrants that all workmanship and materials furnished for each assigned Project will comply fully with requirements of the specifications.

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All material, equipment, manufacturer, or other special warranties required by the Agreement or applicable to the Work shall be transferable to, or issued in the name of the County, and provide the warranty period.

All warranties stated within this Section shall remain in full force, notwithstanding acceptance and payment by the County and shall not be modified unless agreed to by both parties.

Any warranty provided by the Contractor or for which the Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement. Nothing herein shall diminish any original manufacturer's warranties.

SECTION 23. WASTE MATERIALS

The Contractor shall be solely responsible for the proper collection, handling, removal, and lawful disposal of all waste, debris, and surplus materials generated as a result of the Work performed under this Agreement. All waste shall be removed from the Project site in a timely manner and disposed of in accordance with all applicable federal, state, and local laws, regulations, and ordinances. The Contractor shall keep the Project site clean and free from accumulation of waste materials or rubbish caused by its operations.

SECTION 24. PUBLIC ENTITIES CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list**.**

SECTION 25. NON-DISCRIMINATION

The Contractor agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

The Contractor represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 26. SUSPENSION AND DEBARMENT

By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 27. INDEPENDENT CONTRACTOR

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

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SECTION 28. NO ASSIGNMENT

The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

SECTION 29. NO THIRD-PARTY BENEFICIARIES

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

SECTION 30. AMENDMENT OR MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents or Invoices forwarded by the Contractor to the County.

SECTION 31. FURTHER ASSURANCES

Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

SECTION 32. REMEDIES

The parties will first attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated

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to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 33. GOVERNING LAW AND VENUE

The County and Contractor agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 34. ATTORNEYS' FEES

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, court costs, and any other expenses against the other party, including fees, court costs, and any other expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 35. WAIVER

No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

SECTION 36. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

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SECTION 37. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 38. COUNTERPARTS

The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 39. ATTACHMENTS

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

SECTION 40. ENTIRE AGREEMENT

This Agreement, including all exhibits, attachments, and any properly executed change orders or amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

SECTION 41. AUTHORITY

The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants

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that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the introductory paragraph.

SAK CONSTRUCTION, LLC

By: ___ Print Name: Joe Feuerborn

Print Title: President

CLAY COUNTY, a political subdivision of the State of Florida

By: Howard Wanamaker (Jun 6, 2025 22:07 EDT)

Howard Wanamaker

County Manager on behalf of the Board of County Commissioners

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Scope of Work

Purpose

Clay County is soliciting sealed bids for Cured-in-Place Services. The purpose of this bid is to establish a contract for Cured-in-Place Pipe Services (CIPP) at various locations throughout the county on an as needed basis. The bid shall remain in effect for two (2) years from the date of award by the Board, with the County reserving the right and option to extend the bid for an additional two (2) twelve month periods.

The Bid will be awarded based on the lowest two responsive and responsible bidders for the total Unit Cost Prices. For each Project Task, both Contractors will be asked to provide a Lump Sum Price for Site Preparation, Maintenance of Traffic, and Miscellaneous Non-Bid Items. The County will provide the estimated schedule of values to each contractor prior to the contractor providing the Lump Sum

Prices. This also includes any Non-Bid Items that may be determined during the project scoping. A Purchase Order and task order will be issued based on the lowest overall bid prices that include the lump sum prices provided at the time of each Project Task and the Unit Cost Prices provided at the time of Bid.

Description of Work and Product Delivery

The Contractor shall provide all materials, labor, equipment, and services necessary for traffic control, bypass pumping and/or diversion of storm water flows, cleaning and television inspection of pipes to be lined, liner installation, all quality control, provide samples for performance of required materials tests, final television inspection, testing of lined pipe systems, and warranty work, all as specified herein.

The CIPP shall be continuous and joint-less from manhole to manhole or access point to access point and shall be free of all defects that will affect the long-term life and operation of the pipe.

The CIPP shall fit sufficiently tight within the existing pipe so as to not leak at the manholes or through the wall of the installed pipe. If leakage occurs at the manhole the Contractor shall seal these areas to stop all leakage using a material compatible with the CIPP. If leakage occurs through the wall of the pipe the liner shall be repaired or removed. Final approval of the liner installation will be based on a leak tight pipe.

The CIPP shall be designed for a life of 50 years or greater.

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The CIPP may be designed to resist external groundwater pressures only or as a fully structural stand-alone pipe-within-a-pipe. The installed CIPP shall withstand all applicable surcharge loads (soils overburden, live loads, etc.) and external hydrostatic (groundwater) pressure, if present, for each specific installation location.

All materials furnished as part of this contract shall be marked with detail product information, stored in a manner specified by the manufacturer, and tested to the requirement of this Bid. The Contractor shall furnish all samples for product testing at the request of the County. The Contractor shall also submit certification for all furnished material.

References:

The following documents form a part of the specifications to the extent stated herein and shall be the latest editions hereof. Where differences exist between codes and standards, the requirements of these specifications shall apply. All references to codes and standards shall be to the latest revised version.

ASTM-F1216 ASTM-F2019-03

ASTM-F1743 ASTM-D2122-98(2004)

ASTM-D543 ASTM-F2561-06

ASTM-D638 ASTM-D2990

ASTM-D790 ASTM-D3567-97(2002)

ASTM-D792 ASTM-D3681 ASTM-D5813

General Requirements

The Contractors shall be responsible for the Maintenance of Traffic, Dewatering, Environmental Compliance, and all Q.C. testing for the project. All construction shall be in compliance with the latest edition of FDOT Standard Specifications for Roads and Bridge Construction. The installation of CIPP and related services will take place in roadways, right-of-ways, easements, and County-owned property throughout Clay County. All Work shall be performed during normal County business hours (7:00 a.m. to 3:30 p.m.) on non-holiday weekdays, unless approved by the County Project Manager or designee.

Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County may be required.

Responsibilities

It shall be the responsibility of the Designated Clay County Representative to oversee all work and to ensure that all policies set forth by Clay County and the Florida Department of Transportation are adhered to.

Bidders must submit a list of five (5) CIPP installation projects successfully completed within the last five

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(5) years. Three of the five listed projects shall include pipe diameters of 36" or larger. The list shall include the names of the projects, description of the projects, names and contact information of the owners and the dollar amount of the contracts. The list must be submitted with the bid.

The County shall have the right to review references and qualifications of the Contractor and Subcontractors in order to make the final determination of acceptability of the Contractor and Subcontractor to be awarded the contract and perform the work.

The Contractor shall be liable at all times for the actions of the Contractor's work force, which shall remain under the direct supervision of the Contractor.

The Contractor is required to have a qualified superintendent on the job at all times. If multiple jobs are under construction concurrently, each job is required to have a qualified superintendent on site.

The Contractor shall at all times keep the Designated County Representative apprised of the progress of any project or work, working conditions, changes in service or scope, or any actions associated with the contract.

Safety

All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or ADA regulations must be provided. All equipment safety devices installed by the manufacturer shall be in place and in proper working order at all times. The Designated Clay County Representative shall have the option to shut down the project if it is determined an unsafe situation exists. Contractors shall shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

Should the work site be in a hazardous area, the County shall furnish the Contractor with information concerning known hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site. The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies enter at the pleasure of the County.

The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site.

Mobilization

Mobilization shall comply with the Latest Edition Florida Department of Transportation Standard Specifications for Road and Bridge Construction Section 101 and shall consist of the preparatory work and all operations required to begin work on the project including, but not limited to, operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for establishment of temporary facilities such as safety equipment, first aid supplies, portable toilets, etc. The

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cost of any bonds and/or insurance and any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials, shall be included in the mobilization cost.

Additional work covered under mobilization shall include but not limited to surveying, tree protection, replacement of any existing trees, shrubs and/or plants damaged by the Contractor, and protection of any existing features to remain. All existing guardrails, handrails, fences, signs, mailboxes, or other items that must be temporarily removed for construction purposes shall be restored to preconstruction condition will be no extra charge for the project.

The Contractor shall perform a detailed closed circuit television inspection, if requested, in accordance with ASTM standards before services provided. A radial view (pan and tilt) TV camera shall be used.

Unedited digital documentation of the inspection shall be provided to the County. The data shall note the inspection date and shall note any defects in the pipe. Immediately prior to conducting the closed circuit television inspection, the Contractor shall thoroughly clean the pipe.

The Mobilization Lump Sum Price to be used in the fee proposal for each assigned project will be negotiated on a per-project basis at the time the project scope of work has been developed.

Maintenance of Traffic

The Contractor shall observe at all times those provisions and requirements of Florida Department of Transportation's Standard Specifications for Road and Bridge Construction (Section 102 Maintenance of Traffic), the Florida Department of Transportation's Design Standards, and the Manual on Uniform Traffic Control Devices (MUTCD) latest editions and supplements.

The Contractor shall provide the County upon request the certification documents of their Worksite Traffic Supervisor who shall be responsible for initiating, installing, and maintaining all traffic control devices as described in Florida Department of Transportation's Standard Specifications for Road and Bridge Construction (Section 102 Maintenance of Traffic). The Worksite Traffic Supervisor shall have experience directly related to Worksite traffic control in a supervisory or responsible capacity.

The responsibility for the installation and maintenance of adequate traffic control devices, warning devices and barriers for the protection of the traveling public and workers, as well as to safeguard the work area in general shall rest with the Contractor.

The Worksite Traffic Supervisor shall:

Be available on a 24-hour per day basis and shall review any project on a day to day basis as well as being involved in all changes to traffic control.

Have access to all equipment and materials needed to maintain traffic control and handle all traffic related situations.

Shall ensure that any safety deficiencies in traffic control are corrected immediately.

Shall be present to direct the initial setup of the traffic control plan and any subsequent changes to the plan.

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Shall be available on the site within 1 hour after notification of an emergency situation, prepared to positively respond to traffic control needs or to provide alternate traffic arrangements.

The Contractor shall have a responsible person available at or reasonably near the Work site in order that they may be contacted in emergencies and in cases where immediate action must be taken in order to maintain traffic or to handle any other problem that may arise. The Contractor's responsible person for supervision for emergencies shall clearly speak and understand English. The Contractor shall submit phone numbers and names of personnel designated to be contacted in cases of emergencies.

The Maintenance of Traffic Lump Sum Price to be used in the fee proposal for each assigned project will be negotiated on a per-project basis at the time the project scope of work has been developed.

Dewatering and Pipe Cleaning

The Dewatering and Pipe Cleaning Contract Lump Sum Price to be used in the fee proposal for each assigned project will be negotiated on a per-project basis at the time the project scope of work has been developed.

Miscellaneous Non-Bid Items

At the time of each Project Task, each awarded contractor will provide a cost for any non-bid items necessary to complete the task in the fee proposal. A breakdown of schedule of values and cost of non-bid items shall be provided to the County along with all other Lump Sum Prices for each Project Task.

Claims by the Contractor

Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions be encountered in the performance of the work, the Contractor shall stop work immediately, contact the Clay County Designated Representative for the project for a determination of how to proceed. The County shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor.

Technical Specifications

General

These specifications include the minimum requirements for the rehabilitation of storm sewer pipelines by the installation of Cured-In-Place (CIPP) within existing deteriorated pipe at various, multiple locations throughout Clay County.

The rehabilitation of pipelines shall be done by the installation of a resin impregnated flexible tube which, when cured, shall be continuous and tight-fitting throughout the entire length of the original pipe. The CIPP shall extend the full length of the original pipe and provide a structurally sound, joint-less and watertight new pipe within a pipe. The Contractor is responsible for proper, accurate and complete installation of the CIPP using the system selected by the Contractor.

The Contractor shall clean up, restore existing surface conditions, and repair any of the CIPP systems determined to be defective. The Contractor shall conduct installation operations and schedule clean up in

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a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, business, and property owners or tenants.

All prices submitted by the Contractor shall include all costs of permits, labor, equipment and materials for the various bid items necessary for furnishing and installing, complete in place of CIPP, including site restoration, in accordance with these specifications.

CIPP Repair/Replacement

Occasionally installations will result in the need to repair or replace a defective CIPP. If requested by the County, the Contractor shall outline specific repair or replacement procedures for identified defects that have occurred in the installed CIPP.

Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor, including a detail step-by-step repair procedure, resulting in a finished product meeting the requirements of this bid.

Unrepairable defects that may occur to the CIPP shall be clearly defined by the Contractor, including a recommended procedure for the removal and replacement of the CIPP.

Products - General

Products - General

Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP system manufacturer to avoid damage. Damage includes, but is not limited to, gouging, abrasion, and flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations shall be approved by the County. All damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.

Fabric Tube

The fabric tube consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass or fiberglass and meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813, & ASTM F2019. The fabric tube shall be capable of absorbing and carry resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections.

The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.

The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installations. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe section and negotiate bends. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Contractor shall verify the length in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient

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length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipelines in the field to ordering liner so that the liner can be installed in a tight- fitted condition.

The outside and /or inside layer of the fabric tube (before inversion/pull-in as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, the vacuum impregnation (wet-out) procedure.

No material shall be included in the fabric tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the tube fabric and activated resin containing a colorant.

The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully saturated felt fabric and dry resin lean areas.

Seams in the fabric tube, if applicable, shall meet the requirements of ASTMD5813.

The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the termination manhole or access point, plus that amount required to run-in and run-out for the installation process.

Resins

The resins shall be a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system that, when properly cured within the tube composite, meets the requirements of ASTM F1216, ASTM F1743 or F2019. The resin shall produce CIPP which will comply with or exceed the structural requirements of these specifications.

The resin to tube ratio, by volume, shall be furnished as recommended by the manufacturer.

Structural Requirements

The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein.

The CIPP shall be designed as per ASTM F1216 Appendixes. The CIPP design shall assume no bonding to the original pipe wall.

The Engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 50% of the initial design fixture modulus as determined by ASTM D-790 test methods. This value shall be used unless the Engineer submits long term test data (ASTM D-2990) to substantiate a higher retention factor.

The CIPP material shall, at a minimum, meet or exceed the structural properties that are listed below.

Minimum Physical Properties

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Property	Test Method	Cured Composite per ASTM F1216	Cured Composite per Design
Flexural Modulus of Elasticity	ASTM D-790	250,000 psi	Contractor Value
Flexural Strength	ASTMD-790	4,500 psi	Contractor Value

The required structural CIPP wall thickness shall be based, at a minimum, on the physical properties of the cured composite and per the design of a Professional Engineer and in accordance with the design equations contained in the appendix of the ASTM standards, and the following parameters:

Design Safety Factor	2.0 (1.5 for pipes 36” or larger)
Creep Retention Factor	50%
Ovality	2% or as measured by field inspection
Constrained Soil Modulus	Per AASHTO LRFD Section 12 and AWWA Manual M45
Groundwater Depth	As determined by field investigation
Soil Depth (Above the crown)	As determined by field investigation
Live Load	Highway, railroad, or as airport applicable
Soil Load (assumed)	120 lb/cu ft
Minimum Service Life	50 years

The Contractor shall submit, prior to installation of lining materials, certification of compliance with these specifications. Certified material test reports shall be included that confirm that all materials conform to these specifications. Materials not complying with these requirements will be rejected.

The design soil modulus may be adjusted based on data determined from detailed project soil testing results.

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Installation

Construction Requirements

The Contractor shall clean the interior of the existing host pipe prior to installation of the CIPP liner. All debris and obstructions that will affect the installation and the final CIPP product shall be removed and disposed of at the Contractor's expense. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. Moving material from manhole section to manhole section shall not be allowed.

The Contractor shall perform a detailed closed circuit television inspection in accordance with ASTM standards of the existing pipe prior to installation of the CIPP.

The CIPP liner shall be constructed of materials and methods that, when installed, shall provide a joint-less and continuous structurally sound CIPP able to withstand all imposed static and dynamic loads on a long term basis.

Bypass pumping of existing base flows and stormwater flows: The Contractor shall provide for the flow of existing base flows and stormwater flows around the section or sections of pipe designated for CIPP installation. The Contractor shall provide a dewatering plan prior to construction.

Installation of Liner

The CIPP liner shall be installed and cured in the host pipe per the manufacturer's specifications.

CIPP installation shall be in accordance with the applicable ASTM standards.

The wet-out tube shall be positioned in the pipeline using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube

should be pulled in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

Prior to installation and as recommended by the manufacturer remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperature during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during the cure of the liner.

To monitor the temperature of the liner wall and to verify correct curing, temperature sensors can be placed between the host pipe and the liner in the bottom of the host pipe (invert) throughout its length to monitor the temperature on the outside of the liner during the curing process. The temperature sensors can be placed at intervals as recommended by the sensor manufacturer.

Curing shall be accomplished by utilizing the appropriate medium in accordance with the manufacturer's recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles if applicable. The manufacturer's recommended cure method and schedule shall be used for each line segment installed.

For heat cured liners, if any temperature sensor or multiple sensors do not reach the temperature as specified by the manufacturer to achieve proper curing or cooling, the installer can make necessary adjustments to comply with the manufacturer's recommendations. The system computer should have an

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output report that specifically identifies each installed sensor station in the length of pipe, indicates the maximum temperature achieved and sustained temperature time. Each sensor should record both the maximum temperature and the minimum cool down temperature and comply with the manufacturer's recommendations.

Cool Down

The Contractor shall cool the CIPP in accordance with the CIPP manufacturer's recommendations.

Temperatures and cooling data shall be monitored and recorded by the Contractor throughout the installation process to ensure that each phase of the process is achieved in accordance with the CIPP manufacturer's recommendations.

Finish

The installed CIPP shall be continuous over the entire length of the pipe section and shall be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and delamination. The CIPP shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to the inside of the lined pipe.

Any defect which will or could affect the structural integrity or strength of the lining shall be repaired at the Contractor's expense.

The beginning and the end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.

If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight pipe as recommended by the manufacturer of the CIPP.

Manhole Connections

A seal, consisting of resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole/wall interface in accordance with the CIPP manufacturer's recommendation.

Final Acceptance

The Contractor shall perform a detailed closed circuit television inspection in accordance with ASTM standards after installation of the CIPP liner. A radial view (pan and tilt) TV camera shall be used. The finished liner shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks, and other defect. Unedited digital documentation of the inspection shall be provided to the County. The data shall note the inspection date and shall note any minor defects in the liner such as gouges, cracks, bulges, or bumps. Immediately prior to conducting the closed circuit television inspection, the Contractor shall thoroughly clean the newly installed liner removing all debris and build-up that may have accumulated.

Bypass pumping or plugging from the upstream manhole shall be utilized to minimize storm water from entering the line during the inspection. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.

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Method of Measurement

Furnish and Install CIPP: the quantity of CIPP liner to be paid for will be the length, per foot, of CIPP liner installed and accepted, measured along the centerline of the pipe, from end to end.

When all Work is complete and the Contractor is ready for a final inspection, the Contractor shall notify the Designated County Representative; who shall make final inspection of the Work and determine if the Work is complete and in full accordance with this Bid. Then the Designated County Representative shall approve the final proper invoice for payment.

Acceptance of final payment shall constitute a waiver of all claims against the owner by the Contractor except for those claims previously made in writing against the County by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

Basis of Payment

Furnish and Install CIPP Lining*:* price and payment for CIPP liner will be full compensation for furnishing and installing the CIPP liner in accordance with the requirements of these Technical

Specifications. Includes pre and post video inspections and submittal of DVD's and written

report. Includes, sealing of ends of CIPP liner to manhole/inlet wall, endwall, mitered end section, etc.

Mobilization**:** In addition to the description provided in Section 101 of the FDOT Specifications, includes cost of utility connection fee and water usage fee, locating and securing a laydown area, restoration of laydown area, restoration of County right-of-way / easement area, Professional Engineering services to provide CIPP wall thickness calculations.

Maintenance of Traffic: as described in Section 102 of the FDOT Specifications.

Dewatering and Pipe Cleaning*:* price and payment for dewatering and pipe cleaning will be full compensation for dewatering and cleaning of host pipe prior to installation of CIPP liner. Includes cost of disposal of silt and debris removed from the host pipe, maintaining storm water flow around section of pipe being lined including plugs and pumps.

Additional charges for fuel and bituminous indexes, environmental surcharges, disposal of waste, landfill costs, rental equipment, delivery charges, or employment of additional personnel to accomplish a task will not be authorized. These costs are considered to be included in the Bid proposal for each line item and category.

Suspension or Stoppage of the Work by the Contractor

The Contractor shall not stop work on any project without the written approval of the Designated County Representative.

Site Inspections

It is incumbent upon all Bidders to examine the site and insure that they are aware of all conditions that may affect the contract work. The County will not be responsible for conclusions made by the Contractor.

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No claims for additional compensation will be considered on behalf of any Contractor, subcontractor, materials suppliers or others on account of that person's failure to be fully informed of all requirements of all parts of this RFB.

Permit & Fees

The Contractor shall comply with all applicable State and local laws, ordinances, codes, and regulations. The Contractor is required to familiarize themselves with all permits required that pertain to the Scope of Work specified in this RFB, If a County permit is required, this project is not exempt from permit fees and permit fees must be paid to the County Building Department by the Contractor.

For questions about Clay County permitting please contact:

Clay County Building Department Phone: (904) 269-6307

Email: permits@claycountygov.com

Website: https://www.claycountygov.com/government/building

All applicable permits, fees, licenses, and final County and municipality inspections are the responsibility of and will be paid for by the Contractor as specified in the plans.

All other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of the awarded Contract are the responsibility of and will be paid for by the Contractor, including any related inspection fees. Utility service connection fees shall be paid for by the County.

Workmanship

Where not more specifically described in this document, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services.

Damage to Public or Private Property

The Contractor is responsible for anything damaged due to the direct result of installation or construction. Remove all debris from site and dispose of appropriately at Contractor expense. If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the County prior to the final acceptance of the work.

Contractor will be responsible for applying and securing any permits that may be required to complete such repairs.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

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If the work site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County.

Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice. All damages which occur as a result of the Contractor's application of materials shall be remedied by the Contractor at no additional cost to the County. Repairs made as a result of damage must be guaranteed for a period of thirty

(30) days. Should the replacement be damaged within the thirty (30) day period, the Contractor shall replace the materials continually until the area is re-established.

Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the final Invoice prior to a payment being made.

Compliance with Occupation Safety and Health Act

The Contractor warrants that the product(s) and/or service(s) supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract.

Clay County shall be held harmless against any unsafe conditions and contractor employee incidents.

Contractor certifies that all material, equipment, services, etc., furnished in this Bid meets all OSHA requirements for the applicable Sectors. Contractor further certifies that, if the successful Bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the Bidder. All Personal Protective Equipment used by the Contractor and their employees shall be ANSI certified and meet OSHA standards.

Unsatisfactory Equipment and/or Services

The County will discuss all instances of unacceptable equipment and/or services with the awarded Contractor. This shall be immediately rectified by the Contractor at no charge to the County, to include any labor and materials as it may apply.

During this time, the County may suspend service with the Contractor until the problem(s) are corrected or may elect to use another company on an emergency basis. A record of failure to perform or of an unsatisfactory performance may result in supplier debarment.

Withheld Payment

The County may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the County from loss because of:

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Defective Work not remedied by the Contractor and, in the opinion of the County, not likely to be remedied by the Contractor;

Claims of third parties against the County or County property;

Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion; Persistent failure to carry out the Work in accordance with the Bid;

Damage to the County or a third party to whom the County may be liable.

Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

Cancellation of Contract

If the awarded Contractor fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and specifications established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Contractor.

Value Engineering

The County reserves the right to engage in value engineering discussions prior to the award of the RFB and/or at time of quoting and negotiating the individual Project Task.

The County will give the lowest qualified Bidder the opportunity to determine if viable options exist to meet the budget threshold without substantially reducing the scope of the project as designed and solicited.

Additional Services

If the County and/or awarded Contractor identifies any additional services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor.

Warranty

The Contractor shall warrant against all defects in material and workmanship for a period of two years after acceptance of the work.

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ATTACHMENT B PRICE TABLE

Local Preference

If you selected (A) or (B) in the question above, please download the below documents, complete, and upload.

Local_Business_Affidavit_of... No response submitted

Scrutinized Companies Certification*

Please download the below documents, complete, and upload.

Scrutinized_Companies_Certi... Scrutinized_Companies_Certification_SAK.pdf

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* Please download the below documents, complete, and upload.

Certification_Regarding_Deb... Certification_Regarding_Debarment_SAK.pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Furnish & Install 15" CIPP Lining (7.5 mm)	1	LF	$79.00	$79.00
2	15" CIPP Thickness Variance 1.5 mm	1	LF	$3.00	$3.00
3	Furnish & Install 18" CIPP Lining (9 mm)	1	LF	$98.00	$98.00
4	18" CIPP Thickness Variance 1.5 mm	1	LF	$4.00	$4.00
5	Furnish & Install 24" CIPP Lining (10.5 mm)	1	LF	$120.00	$120.00
6	24" CIPP Thickness Variance 1.5 mm	1	LF	$7.00	$7.00
7	Furnish & Install 30" CIPP Lining (12 mm)	1	LF	$160.00	$160.00
8	30" CIPP Thickness Variance 1.5 mm	1	LF	$8.00	$8.00
9	Furnish & Install 36" CIPP Lining (15 mm)	1	LF	$201.00	$201.00
10	36" CIPP Thickness Variance 1.5 mm	1	LF	$10.00	$10.00
11	Furnish & Install 42" CIPP Lining (16.5 mm)	1	LF	$259.00	$259.00
12	42" CIPP Thickness Variance 1.5 mm	1	LF	$12.00	$12.00

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13	Furnish & Install 48" CIPP Lining (19.5 mm)	1	LF	$325.00	$325.00
14	48" CIPP Thickness Variance 1.5 mm	1	LF	$16.00	$16.00
15	Furnish & Install 54" CIPP Lining (27 mm)	1	LF	$394.00	$394.00
16	54" CIPP Thickness Variance 1.5 mm	1	LF	$18.00	$18.00
17	Furnish & Install 60" CIPP Lining (28.5 mm)	1	LF	$445.00	$445.00
18	60" CIPP Thickness Variance 1.5 mm	1	LF	$20.00	$20.00
19	Furnish & Install 72" CIPP Lining (33 mm)	1	LF	$573.00	$573.00
20	72" CIPP Thickness Variance 1.5 mm	1	LF	$24.00	$24.00

Line Item					Total
TOTAL					$2,776.00

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ATTACHMENT C EXAMPLE TASK ORDER

Docusign Envelope ID: C49E7537-5123-462C-8957-64CF6A8B12A1

Administrative &
Contractual Services

PO Box 1366
477 Houston Street
Admin. Bldg., 4th Floor
Green Cove Springs, FL
32043

Phone: (904) 278-3735
(904) 278-3761
(904) 529-4092
Fax: (904) 284-9780

County Manager
Howard Wanamaker

Commissioners:

John Sgromolo
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District4

Kristen Burke, DC
District 5

www.claycountygov.com

TASK ORDERNo.: 2024/2025-___ TO_
CLAY COUNTY CONTRACT/AGREEMENT NO. 2024/2025-_

To: SAKConstruction, LLC
864 Hoff Road
O'Fallon, MO 63366

From: Administrative & Contractual Services
P.O. Box 1366
Green Cove Springs, FL32043

Agreement for Cured-In-Place Pipe Services Countywide entered into between SAK Construction, LLC {"Contractor") and the County, Clay County Agreement/Contract No.: 2024/2025-___ ("Agreement"), is included herein by reference and made a part hereof.

Exhibit 1: SCOPEOFWORK
Exhibit 2: PROJECTCOSTS
Exhibit 3: PROJECTSCHEDULE

Project Description:
This Task Order {TO) is being entered into in connection with and subject to the terms and conditions contained in the above referenced Agreement. In accordance with the Agreement, the Contractor is hereby assigned the following described Project: _____ (the "Project"). The Contractor shall furnish and deliver all material and equipment and perform all the work and labor required to perform the Project.

Total Estimated Amount: $____ (includes unit prices and lump sum prices)

Timeframe: The Contractor shall achieve Substantial Completion of the Project no later than _____ ("Substantial Completion Date"). In accordance with the Agreement, Substantial Completion shall mean the achievement of beneficial occupancy or use of the Project. The Contractor shall achieve Final Completion of the Project no later than _____*(alternative: no less than 30 calendar days after the delivery of the Punch List by the County to the Contractor as described in Section 1 of the Agreement or as otherwise agreed to by the parties]* {"Final Completion Date"). As used herein, Final Completion shall mean when all Work has been completed and the Contractor has fulfilled all contractual obligations under the Agreement, including the Punch List items, final inspections, and completion of the items addressed under final payment. The Substantial and Final Completion Dates may be extended only upon subsequent written agreement of the parties.

Liquidated Damages Amount: *(where applicable to Project)* $___ per calendar day for each and every day after the Substantial Completion Date until substantial completion is achieved in accordance with Section 10 of the Agreement.

Payment and Performance Bonds or Bond Rider: (where applicable to Project)

This Task Order, together with the Agreement, set out the terms pursuant to which the Contractor will provide the Work for the Project.

Undersigned represents that he or she has full authority to execute this Task Order for the assigned Project under the Agreement on behalf of the Contractor and that this Task Order will constitute a legal and binding obligation of the Contractor.

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The parties hereby execute this Task Order as of the dates written below.

SAK CONSTRUCTION, LLC CLAY COUNTY

By:____ By:_____ Howard Wanamaker

Name: _ County Manager

Title: __ Date:___

Date: __

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2024-2025-256 CIPP-SAK LLC

Final Audit Report 2025-06-07

Created:	2025-06-06
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7noOhSC8II_23O4Gc__NUKEY44_QlGUV

"2024-2025-256 CIPP-SAK LLC" History

Document created by Lisa Osha (Lisa.Osha@claycountygov.com)
2025-06-06 - 8:26:36 PM GMT

Document emailed to Howard Wanamaker (howard.wanamaker@claycountygov.com) for signature
2025-06-06 - 8:27:40 PM GMT

Email viewed by Howard Wanamaker (howard.wanamaker@claycountygov.com)
2025-06-07 - 2:02:21 AM GMT

Document e-signed by Howard Wanamaker (howard.wanamaker@claycountygov.com)
Signature Date: 2025-06-07 - 2:07:00 AM GMT - Time Source: server

Document emailed to Joe Feuerborn (jfeuerborn@sakcon.com) for signature
2025-06-07 - 2:07:03 AM GMT

Email viewed by Joe Feuerborn (jfeuerborn@sakcon.com)
2025-06-07 - 4:26:22 AM GMT

Document e-signed by Joe Feuerborn (jfeuerborn@sakcon.com)
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EXHIBIT B
SCOPE OF SERVICES & PRICING

SAK™
Pipeline Infrastructure. Solved.™

636.385.1000 tel
636.385.1100 fax
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

September 19, 2025

Jeff Mattern
Streets & Stormwater Manager
City of Kissimmee
Jeffrey.Mattern@kissimmee.gov

Reference: Storm line under Westlake Dr.

Dear Mr. Mattern,

SAK Construction, LLC is pleased to offer the following quotation on the above referenced project:

Item No.	DESCRIPTION	Unit of Measure	Unit Price	Quantity	Total Amount
013	Furnish & Install 48" CIPP Lining (19.5 mm)	LF	$ 325.00	200.0	$65,000.00
014	48" CIPP Thickness Variance 1.5 mm	LF	$ 16.00	400.0	$6,400.00
021	Mobilization & Demobilization	LS	$ 18,000.00	1.0	$18,000.00
022	Dewatering and Bypass Pumping	LS	$ 15,000.00	1.0	$15,000.00
023	Cleaning / CCTV Inspection of 48" RCP	LS	$ 6,400.00	1.0	$6,400.00
024	Traffic Control	LS	$ 3,000.00	1.0	$3,000.00
				Total	$113,800.00

NOTE:

- Proposal based contract between SAK Construction and Clay County Cured-In-Place Pipe Services Contract No 2024/2025-256
- SAK Construction will provide City with a final inspection video of rehabilitated sewer.
- Subject to pre-CCTV Inspection by SAK Construction to verify installation of CIPP Liner.
- Does not include point repairs, if required, prior to the installation of CIPP Liner.

Thank you for the opportunity to quote on this project. Please call with any questions.

Sincerely,
SAK Construction, LLC

Dan Banken
Dan Banken
Area Manager

_____
Accepted By
Printed Name

_____
Date

ITEM 7.L
MBF Mobile Command Vehicle Purchase

Request

Approval to purchase a budgeted new mobile command vehicle scheduled for replacement in FY25/26 and for the Mayor to execute contract #20250416 related to the Mobile Command Vehicle Purchase.

Explanation

The City of Kissimmee Police Department requests Commission authorization to purchase an MBF Industries, Inc. mobile command vehicle for a total cost of $816,186.00 as a scheduled addition to our fleet. Extensive research was done on mobile command vehicle options and then presented to executive staff within the Department. The MBF Industries, Inc. command vehicle was selected and approved as it best suits our needs and operational requirements, all while staying close to our budgeted cost. Although this will be paid for in this fiscal year, it takes approximately 18–22 months to be manufactured and received by the Department.

The funding for this purchase will come from the fiscal budget and will be assigned a Project Number by the Finance Department. Purchasing this vehicle outright provides cost savings to the City as opposed to leasing options and the service life is expected to exceed 10 years.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00130206 506495	PD26XX		$816,200	$816,186
00130203 505259		Decrease	$66,200	
00130206 506495	PD26XX	Increase		$66,200

Financial Summary:

The project budget was established at $750,000. We are proposing to use the fuel expense account to fund the project shortfall.

Recommendation

Approval to purchase a Mobile Command Vehicle using funds from fiscal year 2025/2026 and for the Mayor to execute a contract related to the Mobile Command Vehicle Purchase.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
1. (S) Mobile Command Center Agreement

Kissimmee Police Department
Professional Standards – Supervisory Endorsement

☐APPROVED ☐NOT APPROVED
☑RECOMMENDED ☐NOT RECOMMENDED

Comments: _____

Date: 9/12/2025

#426

Deputy Chief Christopher Succi
Administrative Bureau

☐APPROVED ☐NOT APPROVED
☑RECOMMENDED ☐NOT RECOMMENDED

Comments: _____

Date: 9/18/25

Curtis McGehee
Legal Advisor

☐APPROVED ☐NOT APPROVED
☑RECOMMENDED ☐NOT RECOMMENDED

Comments: _____

Date: 9/18/25

#1018

Assistant Chief Kevin McGinley
Office of the Chief

☑APPROVED ☐NOT APPROVED
☐RECOMMENDED ☐NOT RECOMMENDED

Comments: Thank you

Date: _____

Chief Charles Broadway
Office of the Chief

CITY OF KISSIMMEE POLICE DEPARTMENT

INTEROFFICE MEMORANDUM

September 12, 2025

TO: Chief Charles Broadway
Chief of Police

VIA: Chain of Command

FROM: Lieutenant Charles Willdigg CW 50
Professional Standards Section

SUBJECT: Mobile Command Vehicle Purchase

In August 2025, I proposed the acquisition of a new Mobile Command Vehicle and recommended MBF Industries, Inc. as the preferred manufacturer. A memorandum outlining the rationale behind this recommendation is attached for your review.

At the time, only one other quote had been obtained from Frontline Communications in the amount of $1,114,125.00. To ensure due diligence, I sought an additional competitive quote from Emergency Vehicles, Inc. (EVI), which returned a proposal totaling $1,005,690.00.

After a thorough evaluation, I reaffirmed that MBF Industries provides the best overall value based on quality, pricing, and warranty offerings.

Established in 1992 and headquartered in Sanford, Florida, MBF Industries specializes in the production of custom specialty vehicles, particularly for public safety agencies. Their proprietary re-mountable body design is backed by a lifetime warranty, an industry leading commitment that distinguishes them from other manufacturers. The estimated production timeline is approximately 18 to 24 months due to current demand.

For comparison:

- Frontline Communications (a division of Oshkosh Corporation) offers a 15-year limited body warranty
- Emergency Vehicles, Inc. provides a 20-year structural warranty
- MBF Industries offers a lifetime warranty on their re-mountable body

Additionally, both competitors' quotes exceed $1 million, while MBF's proposal comes in at $816,168.00, aligning more closely with our budgetary constraints.

Upon receiving your written approval, I will prepare an agenda item and collaborate with the Finance Department to identify the appropriate funding source for this purchase.

- Proposal with Quotation/ Drawing #JL-15357 ($816,186.00)

Following City Commission approval, a purchase order will be generated.

CITY OF KISSIMMEE POLICE DEPARTMENT

INTEROFFICE MEMORANDUM

August 11, 2025

TO: Chief Charles Broadway
Chief of Police

VIA: Chain of Command

FROM: Lieutenant Charles Willdigg
Professional Standards Section

SUBJECT: Mobile Command Vehicle Purchase

In August 2025, I proposed the acquisition of a new command vehicle, recommending MBF Industries, Inc. as the manufacturer. While our current vehicle remains operational, it is aging and requires frequent generator maintenance.

To ensure a thorough evaluation, I conducted research, including site visits to MBF Industries and Frontline Communications. Additionally, I consulted with a representative from the Osceola County Sheriff's Office, who provided insights into their MBF-built vehicle. Based on these assessments, I concluded that MBF Industries offers superior quality, competitive pricing, and an exceptional warranty.

Founded in 1992 and headquartered in Sanford, Florida, MBF Industries specializes in custom specialty vehicles for various sectors, including public safety. Their Re-mountable Body design carries a lifetime warranty, distinguishing them from competitors. The estimated build time is approximately 18–24 months due to high demand.

In comparison, Frontline Communications, a division of Oshkosh Corporation, offers a 15-year limited body warranty. However, their pricing exceeds $1.1 million for a similar build, while MBF's proposal is $816,168.00.

I have attached the sole source letter and MBF's GSA contract (GSA-30F-0022S), which waives the requirement for additional quotes.

Upon receiving your written approval, I will prepare an agenda item and collaborate with the Finance Department to identify the appropriate funding source for this purchase.

- Proposal with Quotation/ Drawing #JL-15357 ($816,186.00)
- MBF Sole Source Letter

Following City Commission approval, a purchase order will be generated.

Mobile Command Center Proposal

Kissimmee Police Department



MBF Industries, Inc.

ENGINEERED FOR LIFE

210 Tech Dr.
Sanford, FL 32771

P: 407-323-9414

F: 407-330-2068

MBF Industries, Inc.

ENGINEERED FOR LIFE

Vendor Qualifications Information

Qualifications:

- Sub Chapter S Corp. State of Florida
- FID# 593126557
- DUNS# 841048192
- CAGE# 1XFA5
- GSA# 30F-0022S
- Sprinter Van Certified Up-Fitter #AF3-2F5
- AWS Certified
- CPARS

Capabilities:

- 12-15 vehicles in production per month
- In-House Engineering & Integration
- In-House Engineering & Fabrication
- Single Source Manufacturer
- Mobile and Fixed Location Units
- Trucks, Trailers, SUV, Vans & Refurbishment
- Vehicle Specifications & Engineered Drawings
- A/V/C Specifications & Engineered Drawings

Warranty:

- MBF Structural Body: **Lifetime**/unlimited miles ***(Re-Mountable Body)***
- Body Components: 5 yr./unlimited miles
- MBF Conversion: 2 yr./Unlimited miles
- Chassis: By manufacturer

Submitted By:
Carrie Keaton
Specialty Vehicle Consultant
407-323-9414 x114
Carrie@mbfindustries.com

MBF Industries, Inc.

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Vendor History

Established in 1992, MBF Industries, Inc. hit the ground running with insight, vision, and high standards to provide a service to the banking industry that was previously unavailable, Mobile Branch and ATM trucks. Bringing together a team of seasoned manufacturing professionals in the design, structural engineering, electrical engineering, along with electronics, communications, and audio video integration, all under one roof. The founding President of the company, John Baker, set the goal to a level greater than ever seen in the industry. This reputation for excellence, caused by customer demand, prompted this company to evolve into the mobile command and communications vehicle realm. This has further evolved into a strong demand for MBF quality in Bloodmobiles, Broadcast trucks, and even Mobile Radiology Treatment vehicles, just to name a few.

MBF Industries has, since the first day, built on that standard to become the premier global provider of specialty vehicles. Public safety agencies, military organizations, local, county, state, and federal agencies as well as private industry, utilize our vehicles to respond to incidents to provide a foundation within which the resources are available to bring order to chaos. The company's growth has come not from attending conferences as a vendor, but through returning previous customers and referral to others by those customers. MBF Industries' vehicles, utilizing our Modular Re-mountable body are regularly seen on national and international news stories being utilized in the command zone of major incidents.

A highlight of our history is the fact all trades are conducted in house at our plant in Sanford, FL which makes life easy for our customers. The culmination of all of these facts have led to our building more highly electronically integrated Extra Heavy Duty command and communications vehicles than all other similar builders combined. All of this is accomplished while still maintaining personal yet professional relationships with our customers that last indefinitely.

The following is the narrative from a statement from John Baker to all of the customers working with us on a project. It defines his vision of a "Quality Culture" in business, especially ours:

"In the course of competition, the question of evaluating quality and workmanship often arises and as would be expected every company believes they provide good quality and workmanship. However, the truth is in the eye of the beholder and what one person perceives as quality and workmanship another may not.

This issue has concerned me for some time, as to how do I convey our standards to a prospective client. It finally occurred to me these qualities cannot be measured in a single project, but is the culmination of a long term consistent pattern of performance.

Over time, a company will inherit the personality of its leadership, both good and bad. If the leadership does not place value on quality and workmanship, then how can the employees be expected to take it seriously? A manager cannot announce "we will build the best quality product" and expect results to be

achieved overnight. The philosophy must be supported and demonstrated by leadership and it must be passed down through layers of management to supervisors to team leaders and finally to the individual actually doing the work. This does not happen overnight, but must be continually reinforced until it becomes a part of the "culture" of the company.

MBF Industries, Inc. is celebrating its 23rd year of business. We are proud that over 55% of our current employees were involved in building my 1st vehicle in 1992 and each year a majority of our business comes from past customers. Building quality products with exceptional craftsmanship "is our culture" and has been 23 years in developing."

MBF Industries, Inc.

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General Company Information

❖ Sub Chapter S Corp.	State of Florida
❖ Owner:	John Baker - President
❖ Owner:	Jim Saboff, CFO
❖ Location:	210 Tech Dr., Sanford, Fl. 32771
❖ Phone:	407-323-9414
❖ Fax:	407-330-2068
❖ Company Established:	1992
❖ FID:	59-3126557
❖ Employees	42
❖ Banking Contact:	Mr. Chris Cochran, SVP, First Colony Bank 407-937-2285

MBF Industries, Inc.

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About MBF Industries, Inc.

- Privately owned & operated - "On Site" owners - +20 yrs. Experience each.
- Financially stable - Profitable every quarter of business.
- All trades are "in house".
- 55% of business is from repeat customers.
- Top 5% D&B Customer Service survey.
- Proven track record of meeting or exceeding customer expectations.
- Less than 3% turn over - even before recession.- means less warranty issues.

MBF Industries, Inc.

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Why MBF Industries, Inc.

- An owner is the primary point of contact throughout the project.
- "In House" Communications, Audio/video design & integration team.
- 2nd Time Around - "©Re-Mountable" aluminum body .
- "In house" body fabrication for flexibility of design.
- Low overhead builder.
- Project Engineers: +20 yrs. experience each.
- Production "Team Leaders": +17 yrs. experience each.

MBF Industries, Inc.

ENGINEERED FOR LIFE

Experience Counts!

- Owner/Operators: +20 yrs. experience each
- Project Engineers: +20 yrs. experience each.
- Production "Team Leaders": +20 yrs. experience each.

MBF Industries, Inc.

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What is a "Modular Re-Mountable Body©"

A "Modular Re-Mountable©" aluminum body is designed & engineered to incorporate additional body structure which allows the complete module to be fabricated independently of the chassis as a single structure, then elevated and placed on the chassis for mounting.

Can the body be Re-Mounted?

- Should the chassis be leased, worn out or ever damaged, the entire body module can be removed from the old chassis and be re-mounted to a new chassis.

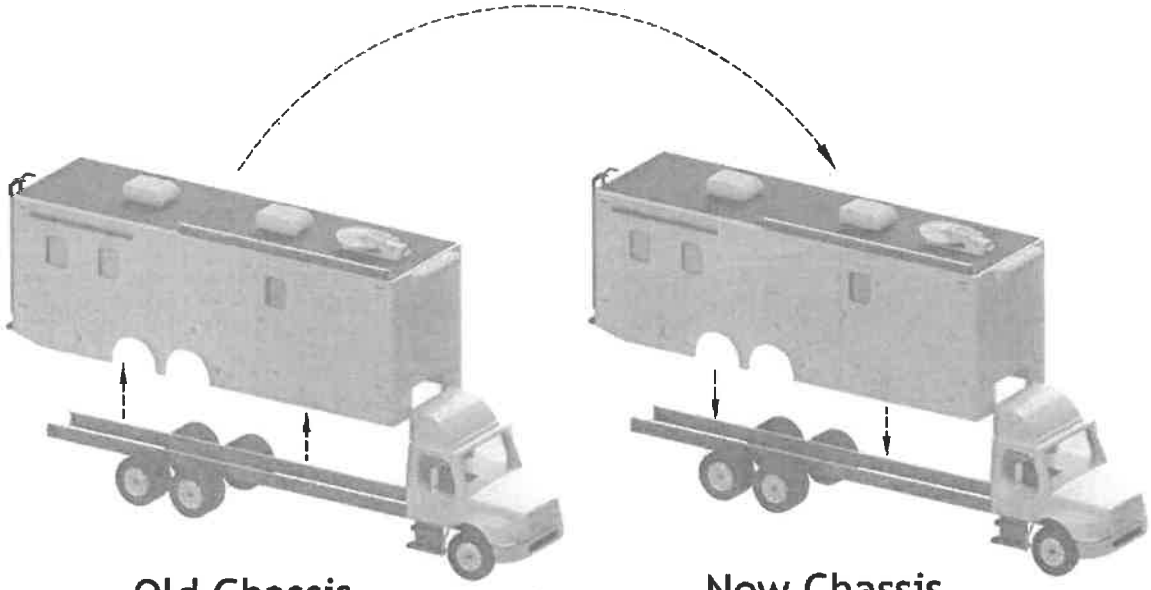
What is the cost benefit?

- Re-Mounting of the existing body is a fraction of the replacement cost and accomplished in a matter of weeks compared to months required for a total new unit replacement.

MBF Industries, Inc.

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"Re-Mountable Body©"



Old Chassis

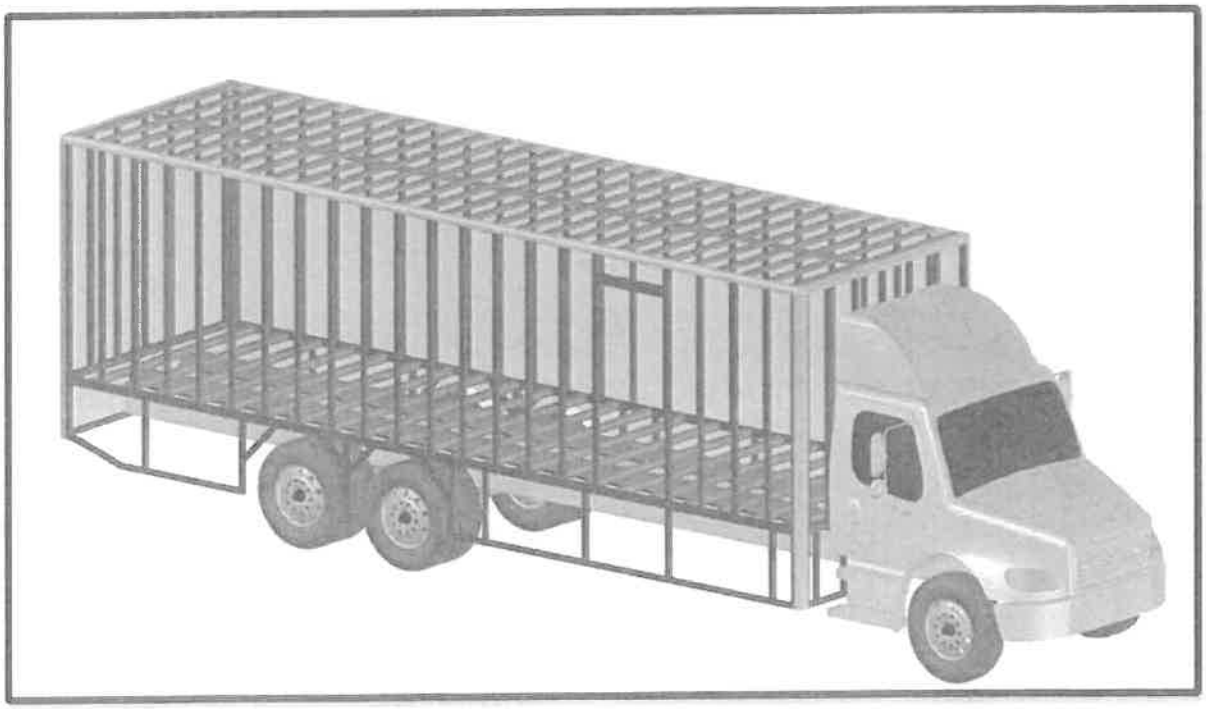
New Chassis

MBF Industries, Inc.

ENGINEERED FOR LIFE

"Re-Mountable Body©"

The structures of our all-aluminum modular bodies are manufactured utilizing an all-aluminum aircraft grade 5052-H32 alloy construction to ensure long-term durability, corrosion resistance and strength. The frame of the body is manufactured using 2" x 2" x 0.125" aluminum tube, with exception to the floor section which uses 2.50" x 3" x 0.349" 'I' Beams. All structural tubing to be welded together utilizing aluminum extrusions at roof line and corners. The aluminum extrusions provide great strength and durability. Roof line extrusions incorporate a drip rail. Upright structural tubes are spaced no more than 16"*o.c.* for maximum strength. The under floor supports are to be 4" or 6" 'I' Beams dependent upon vehicle chassis. All structural members are to be welded for maximum strength. Side body walls shall be fabricated with a single sheet of 0.125" aluminum, without vertical seams.



MBF Industries, Inc.

ENGINEERED FOR LIFE

WARNING!!

The MBF Industries, Inc. "Modular & Re-Mountable©" aluminum body should not be confused with other advertised "Modular" or "Modified Commercial" body designs that advertise "Modular" capability, but are not designed to include "Re-Mountable" capabilities.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Williams and Stazzone Insurance 6549 N Wickham Road Unit 101 Melbourne FL 32940	**CONTACT NAME:** Carrie Keiper **PHONE (A/C, No, Ext):** (800) 868-1235 **FAX (A/C, No):** (321) 868-2003 **E-MAIL ADDRESS:** carrie@dealersinsurance.com
INSURED MBF Industries Inc 210 Tech Dr Sanford FL 32771	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** The Charter Oak Fire Ins Comp — 25615 **INSURER B:** The Phoenix Insurance Company — 25623 **INSURER C:** Technology Insurance Company — 42376 **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 24-25 GL, Auto & WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			Y-660-2W286624-COF-24	12/22/2024	12/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BA-2W287123-24-14-G	12/22/2024	12/22/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4494485	10/27/2024	10/27/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation excluded officers: John W Baker III; James R Saboff

CERTIFICATE HOLDER

Insured Copy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kami Deeny

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

MBF INDUSTRIES INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

210 TECH DRIVE

Requester's name and address (optional)

6 City, state, and ZIP code

SANFORD, FLORIDA 32771

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	3	1	2	6	5	5	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** > — AM | **Date** 1/1/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

MBF Industries, Inc.

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STATEMENT OF WARRANTY

Cab and Chassis - By manufacturer
MBF "Re-Mountable" All Aluminum Body and Body Structure - Limited Lifetime/Unlimited miles
MBF All Aluminum Body Components - 10 yr./Unlimited miles
Conversion - 2 yrs./unlimited miles
Electrical - 5 yrs./unlimited miles
Paint - 2 yrs./unlimited miles
All other equipment: By individual component manufacturer

Seller warrants to Purchaser that those goods manufactured by Seller, and bearing Seller's nameplate, (and no others) are, under normal use and services as specified in the manuals to be furnished by Seller to the original Purchaser, free from defects in material and workmanship from the date of delivery by Seller to the original Purchaser. Seller's obligation with respect to this warranty shall be limited to inspection of the goods and repair or replacement of defective apparatus or equipment. If inspection by Seller does not disclose any defect in material or workmanship, Seller's regular service charge shall apply. This warranty shall not apply to any products which must be replaced because of normal wear or which have been subjected to misuse, negligence, accident or unauthorized alteration.

Coverage is also extended to component equipment items provided by Seller except those which are covered by the individual component manufacturer's own warranties which shall then apply. Seller shall assign to Purchaser all such warranties received from the component suppliers.

Seller, in no manner, direct or indirect warrants any of the following:

A. The system or any related parts or equipment supplied by Purchaser or any agent, supplier or representative of Purchaser.

B. Lamps, tubes, fuses, tires, batteries and similar apparatus or components subject to wear or burn out through usage, including LED perimeter lighting.

This warranty is expressly in lieu of all and any other express or implied warranties, including any expressed or implied warranty of merchantability or fitness for particular purpose and in no event shall Seller be liable for incidental or consequential damages, or for damages to property, or for death or bodily injury, or for any loss or damage arising from use of products manufactured by Seller.

Warranty Service Number: 407-323-9414

MBF Industries, Inc.

ENGINEERED FOR LIFE

Lifetime Re-Mountable All Aluminum Body and Body Structure Warranty

The MBF Re-Mountable All Aluminum Body© is engineered, designed and fabricated to maintain its integrity through the life of your vehicle. The warranty covers manufacturer defects in the material and workmanship of the exterior body skin, roof skin, corner extrusions, welding integrity of the aluminum structure, aluminum structure and all welded seams and joints.

The warranty shall be upheld through a re-mount process conducted only at the MBF manufacturing and design plant. The warranty is transferrable to new ownership with the written approval by an MBF official. Warranty repair coverage shall not exceed the original manufacturing cost.

10 Year MBF Aluminum Body Component Warranty

The 10 year body component warranty covers manufacturer defects in the material and workmanship of any MBF aluminum fabricated component attached to the MBF All Aluminum Re-Mountable Body©. Items include, SAT dish platforms, ladders, stairs, doors, door structure, mast enclosures, slide-outs, compartments and compartment structure. Warranty repair coverage shall not exceed the original manufacturing cost.

Should the body, structure or componentry need repair, MBF shall conduct a full inspection by an authorized MBF engineer at the MBF plant which will not cover travel expenses until it is determined a warranty issue. All warranty claims can be handled by calling MBF industries main number and asking for the warranty repair claims department @ 407-323-9414.

Warranty Limitations:

Any active port holes or openings requested within the body shall not be covered under the lifetime warranty.

Any rooftop windows or skylights would fall under the 2 year conversion warranty.

MBF Industries, Inc.

ENGINEERED FOR LIFE

Quality Control

Step 1: Individual employee inspects and signs off on their workmanship.

Step 2: Team Leader for the department reviews and signs off on the workmanship.

Step 3: The Project Engineer, Electrical Engineer and Network Engineer all review the project daily during the production process.

Step 4: The Production Manager reviews each project daily during production and prepares a formal inspection upon completion.

Step 5: The QC Manager reviews all inspection documentation and conducts a separate inspection. This inspection is conducted with the President or the CFO. The QC Manager reports directly to the President and CFO.

Client visits are welcomed at anytime.

210 Tech Drive.
Sanford, FL 32771
407-323-9414
www.MBFIndustries.com

MBF Industries, Inc.

The Specialty Vehicle Company

MBF Service Approach

Service after the sale and delivery of your vehicle at MBF remains an important aspect of vehicle ownership because we realize that our vehicles are called upon for a myriad of tasks, in conditions from the deserts of the Middle East to the remote ranges of sub-Saharan Africa to the frozen winters of Northern Canada.

Operational readiness of a specialty vehicle is "purpose number one" for the purchase and intended use of our vehicles and being able to assist customers with parts replacement, locating service providers in the local markets of our respective customers and providing engineering guidance for fleet managers and repair facilities helps operators and support staff minimize down time and maintain operational readiness for their agencies.

MBF prides itself on customer access to engineering and design staff, technical support personnel and repair technicians by maintaining a live answer policy during business hours and on-call staff contact for after-hours and weekend issues. A customer with a vehicle issue can reach our electrical, integrated technology department, structural/mechanical engineers or parts department during normal business hours without having to be placed in to voice mail or a service request queue. This active response ensures that the issue is escalated and addressed in the fastest manner possible. For those wishing to take a less direct interaction, our website supports web form submissions for less critical inquiries in to operation questions, parts replacement and training requests.

MBF routinely performs service, refurbishment and repairs on vehicles owned by customers in our local market. Should repairs or technical support require the on-site attention of an MBF engineer, support staff or technician away from our Florida headquarters, MBF will undertake those travel arrangements to respond in person to assist customers with the repair and return to service of critical response vehicles. We understand that your down time impacts public service departments and agencies as well as the bottom line of private businesses with obligations to the communities and missions these vehicles serve. We have passport stamps from all over the globe to prove this level of service and training and can adapt to and assist with everything from re-training on a vehicle to complete refurb projects to overseeing large scale upgrades as technology systems become obsolete.

With direct channel access to owners, director level managers and design and engineering staff, MBF strives to provide an unparalleled service experience in support of highly technical and complex vehicle designs. By addressing issues directly for customers, working cooperatively with service providers in local markets to effect repairs following accidents and mishaps, bridging customers to trusted equipment suppliers on integrated systems installed in vehicles and maintaining a personal response oriented approach to keeping your vehicle on the road, MBF strives to match the quality of their lifetime body warranty with equally impressive service and warranty support.

MBF Industries, Inc.
407-323-9414 ENGINEERED FOR LIFE MBFIndustries.com

TEST CRITERIA

MBF Industries recognizes that testing is a crucial part of the successful deployment of all our custom manufactured vehicles, and that these practices are a core component to the way we ensure quality throughout the entire vehicle.

As a normal course of testing and evaluation prior to delivery of a vehicle to a customer, MBF Industries conducts the following tests:

- Road testing
- Body water exposure testing
- Vehicle envelope integrity testing
- Electrical systems testing
- Technology integration testing

Road testing: MBF Industries has two experienced, licensed vehicle operators capable of operating a variety of large vehicles, both civilian and military. Their responsibilities to the engineering department include not only operation evaluations of the vehicles but prior to any operation, the assessment of the vehicle's scale weight, vehicle weight distribution, compliance with GVWR and GAWR ratings and documentation of compliance with aforementioned ratings.

Upon determining that the static weight distribution and scale values are in compliance with the vehicle chassis ratings and project specifications, they then conduct a comprehensive inspection of the vehicle and module to evaluate the operational safety of the vehicle, examining stowage and securing methods for accessories in the module, inspecting for conflicts between critical vehicle operation controls and modifications made to the vehicle and conducting an under-body review to ensure that no cabling, additions to the module or chassis adjustments impact the drive train or operation of the vehicle.

Prior to vehicle operation, a standard evaluation of critical engine and transmission fluids is conducted and vehicle tire pressures are checked.

Body Water Test: MBF Industries conducts body water testing under a GSA defined water testing appliance to the pressure and distribution defined in their testing standard. This requirement was a benchmark inspection item utilized in the final acceptance inspections for five (5) units recently constructed by MBF Industries for the Department of Homeland Security.
Additional testing includes low pressure run off testing on horizontal as well as vertical surfaces, high pressure indirect runoff testing on horizontal and vertical surfaces and high pressure direct feature testing on horizontal and vertical surfaces. High pressure direct feature testing involves the targeted application of water pressure to penetrating features on the body such as lights, compartment doors and antenna housings, to evaluate the water tight integrity of the module.

Vehicle envelope integrity test: MBF Industries conducts testing of the vehicle's HVAC/ECU systems upon completion of the vehicle to ensure that the environmental envelope of the CMS has the appropriate and intended HVAC output in relation to the power systems designed for the project. In addition to this, MBF Industries also evaluates the vehicle for proper and sufficient closure to ensure that environmental conditioning is managed efficiently and appropriately for the intended design, does not create undesired condensation issues in the vehicle envelope and provides the proper thermoregulation.

Electrical Systems Testing: MBF Industries performs full vehicle electrical system testing upon completion of the vehicle to ensure that the infrastructure designed and delivered for customer inspection meets the requirements, when and where defined, for operation. This testing includes inductive and non-inductive load testing on the power systems, shore power testing when appropriate and fail-over/automatic transfer testing on designs where this is a requirement. Additionally, the vehicle is load tested over the course of several days or weeks, as dictated by the statement of work, to determine generator load output fluctuation. In performing this testing, MBF Industries has the ability to coordinate further adjustment and tuning where appropriate on units where generator output margin is critical to the overall function of the vehicle. This level of inspection, testing and certification extends to the circuit and outlet level.

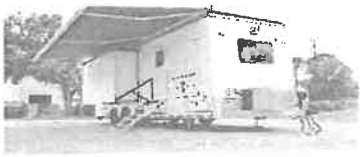
Technology Integration Testing: MBF Industries tests integrated network systems on its vehicles as a matter of routine, providing customers with an array of levelled testing from simple network connectivity to full line sweeps with printed reports. This level of testing applies to all forms of cabling, from network infrastructure to audio, video and control and switching cabling. We construct, test, certify and support networks using shielded and non-shielded cabling, fiber optics and audio/video cables of types normally found in the mobile market as well as customer defined specialty cables.

ITEM	TEST EQUIPMENT	TEST CONDITIONS	AMPS	VOLTS	HERTZ	TEMPERATURE READING	SWEEP	MANUFACTURES FULL FUNCTION CAPABILITIES/TEST CODE	PASS/FAIL
Electrical System	Check system with Multi meter, Amp Clamp, Frequency meter	Full Load						MBF/NFPA	
Load Center	Check wire routing, Check for service loop	Full Load						MBF/NFPA/NEC	
Lighting	Make Sure All lights are functioning properly. Check Amp draw with meter.	Full load						Whelen/NFPA	
Warning Lights	Make sure all light flash patterns are to customer spec/ NFPA spec Make sure all lights are functioning properly. Check Amp draw with meter.	Full load						Federal/Whelen/NFPA	
Power Management/Generator	Check system with Multi meter, Amp Clamp, Frequency meter	Full Load						EPS/Kubota/NEC	
Shore Power	Check system with Multi meter, Amp Clamp, Frequency meter	Full Load						NEC	
HVAC	4 hour run test HVAC on high to ensure units do not freeze up. Check AMP draw with AMP meter	Full Load						Coleman Mach 15	
Mast and Mast System	Raise And lower Mast. Check Warning Indicator in up position. Make sure indicator goes out when lowered. Check pneumatic system for any leaks with pressure gauge.							Hi-Lo	
Stabilizer Jacks	Lower and raise all stabilizer jacks. Check jack down indicator on all stabilizers, check for any fluid leaks, weight tested with vehicle at full as built load.							Quadra Bigfoot	
Awning	Run awning in and out. Make sure it does not bind during movement. Make sure it stows completely.							Girard	
Camera(s)	Cameras are bench tested for complete manufacturer functionality before installation; if there is an IP configuration we will setup IP settings for the current network. Full system analysis after complete installation.							360 PTZ	
Communication Package Testing shall vary in accordance of customer specified equipment	**Please see MBF Specifications**	Full Load						As Specified	

2.9	**Communication and Network Engineering:** The manufacturer shall have; **On Staff**, communication and engineering departments that are solely dedicated to the commercial heavy duty mobile industry. **Quality Control Measures:** With each design, the Network Engineer provides detailed drawings of the communication cabling, data control, process of information transfer and a complete vehicle communication capabilities diagram. **Audio, video and camera testing:** MBF's ability to custom fabricate audio and video circuits within the vehicle also necessitates a reliable and recognized standard against which to test and certify those types of circuits. The current testing standard focuses on: • resistance • continuity • proper grounding/noise • audio throughput • phasing for audio • IP addressing scan (for IP cameras) • PTZ control and protocol testing • POE testing • video signal metering • RS232/RS485/RS422 interfacing **RF cabling and certification:** MBF will test and certify RF cabling for continuity and resistance. On an as-needed basis, MBF will, at the request of the customer, coordinate with a trusted vendor to perform higher level RF sweeps to certify our vehicles to the customer's specific RF requirements. **Data and telecommunications testing:** MBF undertakes continuity and pair order testing on all data and telecommunications circuits within our vehicles using JDSU test equipment. This testing includes printed testing reports which correlate with labeled data circuits on the vehicle. Manufacturing, testing and certifying in this way allows MBF to custom tailor circuit design, propagation and termination to the specific needs of the customer's specialized requirement.

MBF conducts third party certified testing upon customer request. If the request is required, MBF will gladly solidify the appointments and scheduling to assure the customer does not incur much of a delay in the delivery schedule. The extra fees involved in such testing shall be handled as a change order and be billed upon customer acceptance of the vehicle. If the testing reviles any manufacturer defects, errors or discrepancies, the repairs shall be the responsibility of MBF and any supplier named products.

PUBLIC SAFETY & HOMELAND SECURITY



Atlanta-Fulton CO. EMA, Atlanta-Fulton, GA., Chief Chayne Sparagowski
chayne.sparagowski@afcema.com
130 PEACHTREE ST., SW #G-157, Atlanta, GA. 30303
404-612-5628
Public Safety / Mobile Command Center



Sarasota Police Department, Captain Demetri Konstantopoulos
Demetri.Konstantopoulos@sarasotaFL.gov
2099 Adams Lane, Sarasota, FL 34237
941-263-6007
Public Safety / Mobile Command Center



Hillsborough County Sheriff's Office SWAT, Captain William R. Burke
wburke@teamhcso.com
2210 N. Falkenburg Road, Tampa, FL. 33619
813-247-8603
Public Safety / Mobile SWAT Vehicle



City Of Bellevue, Nebraska PD, Captain Kurt Stroeher
kurt.stroeher@bellevue.net
1510 Wall Street, Bellevue, NE 68005
402-682-6604
Public Safety / Mobile Command Center



City Of Ocala, Ocala PD, Lisa Warmuth
lwarmuth@ocalafl.gov
1805 NE 30th Ave., Ocala, FL. 34470
352-351-6750
Public Safety SWAT Vehicle



Douglas County Sheriff's Office, Tim Hallmark
thallmark@douglas.co.us
P.O. Box 1390
Castle Rock, CO 80104-1390
303-814-7038
Public Safety / Mobile Command Center



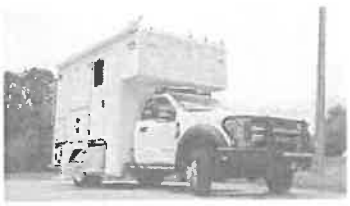
Lockheed Martin Corporation, John Chaparro
john.chaparro@lmco.com
5600 Sand Lake Road, MP-281
Orlando, FL 32819
407-356-1218
Public Safety / Mobile Command Center



Hillsborough County Sheriff's Office, Major Craig Timko
ctimko@hcso.tampa.fl.us
2210 N Falkenburg Road
Tampa, FL 33619
813-247-8630
Public Safety / Mobile Command Center



Nova Scotia, Dept of Internal Services, Mark Turner
mark.turner2@novascotia.ca
1672 Granville Street
Halifax, Canada B3J 2R8
902-483-4649
Public Safety / Mobile Command Center - Equipment



Nova Scotia, Dept of Internal Services, Mark Turner
mark.turner2@novascotia.ca
1672 Granville Street
Halifax, Canada B3J 2R8
902-483-4649
Public Safety / Mobile Command Center - Communications



Volusia County Sheriff's Office, Andrew Conklin
aconklin@vcso.us
1270 Indian Lake Road
Daytona Beach, FL 32127
Mobile Command Vehicle



Chula Vista Police Department, Captain Eric Thunberg
ethunberg@chulavistapd.org
315 Fourth Avenue
Chula Vista, CA 91910
SWAT Vehicle



Osceola County Sheriff's Office, Scott Koffinas
skof@osceola.cor
2611 E. Irlo Bronson Memorial Hwy
Kissimmee, FL 34744
407-248-1100
Public Safety / Mobile Command Center



Ft. Lauderdale Police Department, Robert Boharic
RobertBoh@fortlauderdale.gov
1300 W. Broward Blvd
Ft. Lauderdale, FL 33312
954-828-5645
Mobile Command Center, ***Up-fit to an existing body***



Tampa Police Department, Felix Bello
Felix.Bello@tampagov.net
306 E Jackson Street, Floor 7
Tampa, FL 33602
813-276-3220
Mobile Command Center



US Virgin Island, Maria Colon-Jones
Maria.jones@vipd.vi.gov
8201 Sub Base
St. Thomas, VI 00802
Public Safety Command Center



Suffolk Police Department, Captain Cassandra Garvin
Cgarvin@suffolkva.us
442 W. Washington Street
Suffolk, VA 23439
757-514-7983
Public Safety Command Center

MBF Industries, Inc.

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GSA # GS-30F-0022S

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Color Key* IMPORTANT OPTIONAL (not included in pricing) TBD

KISSIMMEE POLICE DEPARTMENT
MOBILE COMMAND CENTER
DRAWINGS: JL-15357 DATED: 06/19/2025



1.0 Chassis Selection

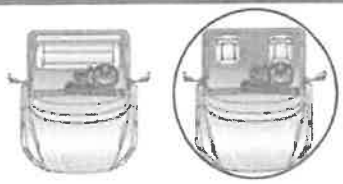
CHASSIS SPECIFICATIONS LISTED SEPARATELY, New and untitled, Freightliner Chassis, M2-106 Plus, 350HP Cummins Turbo Diesel, Allison Transmission, 37,500 GVWR. Vehicle shall meet Title 49, US Code Chapter 301, FMVSS 209, Part 571, SAE J2422, REV 3: Crash Avoidance, Worthiness and Post-Crash Standards. MBF shall provide documentation from the chassis manufacturer of conformity. The price quoted in this proposal reflects the newest model year available at the time of this quotation. The chassis price is NOT guaranteed and is subject to change depending on the build and delivery date of the chassis.



2.0 Chassis Cab Configuration

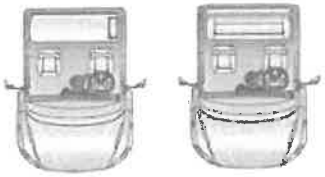


Day Cab



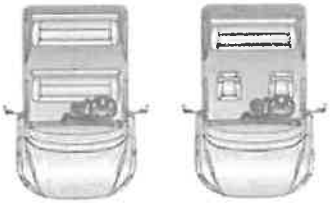


26" Extended Cab





48" Crew Cab



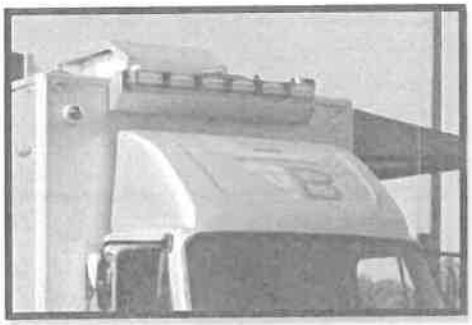
Selected Cab Configuration:

- Day Cab with independent air suspended driver and passenger seats.

.	Wheel Base	284"
.	Overall Vehicle Length	39'
.	Exterior Cab Width	94.48"
.	Interior Cab Width	74.64"
.	Exterior Cab Length	106"
.	MBF Body Length	28' 10"
.	Overall Height	13' 1"
.	Body Width	102"
.	Interior Body Usable Width	96"
.	Fuel Capacity	100 gal.
.	Wheel Size	22" Aluminum
.	Rear Axle	Single
.	**CDL**	**Required**

2.1	Cab Chassis Additions

- One (1) aero dynamic wind fairing
- One (1) custom fabricated cab radio console with dual USB charging ports
- One (1) set heavy duty mud flaps
- Air horn under cab mounted
- One (1) GPS Truck Navigation System with Built-in Dash Cam
- Door open indicators w/buzzer
- Hopkins 47295 Agility Proportional Trailer Brake Controller
- 12VDC master shutoff switch
- Siren Controller
- Chassis battery disconnect switch provided as OEM
- Fire extinguisher





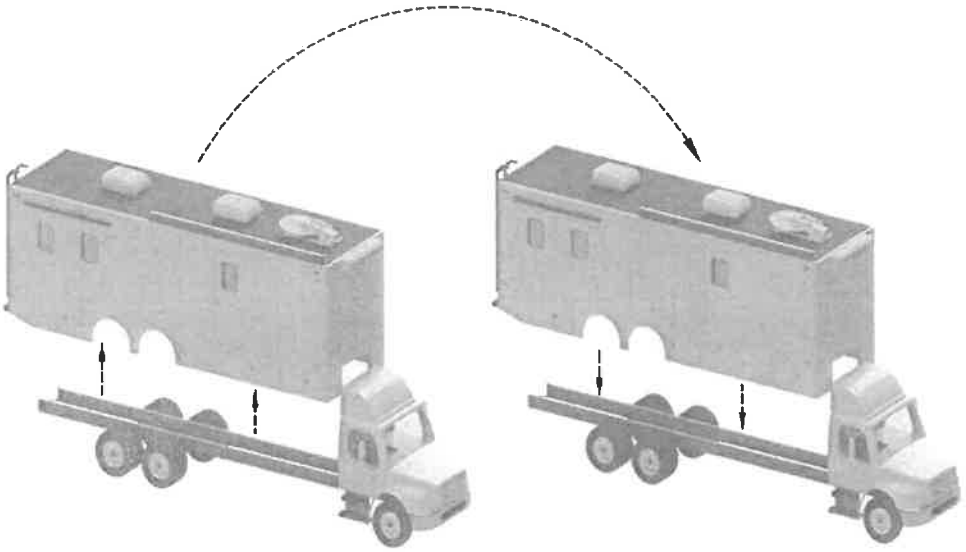




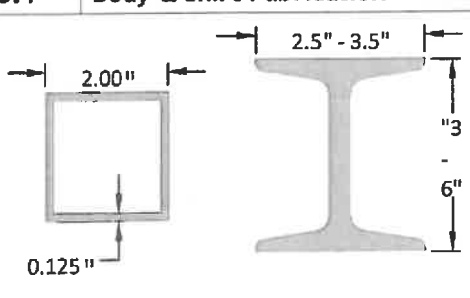


3.0 MBF All Aluminum Re-Mountable Body© Fabrication Method

Body and storage compartments shall be fabricated as one unit and built independently of the chassis and designed structurally to allow mounting as a shell unit and further constructed in a manner to allow the completed body to be remounted to a new chassis should it be required.

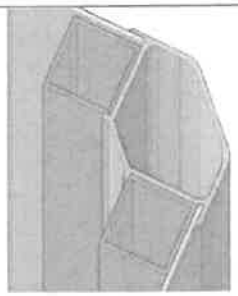


3.1 Body & Skirt Fabrication



Aluminum Tube

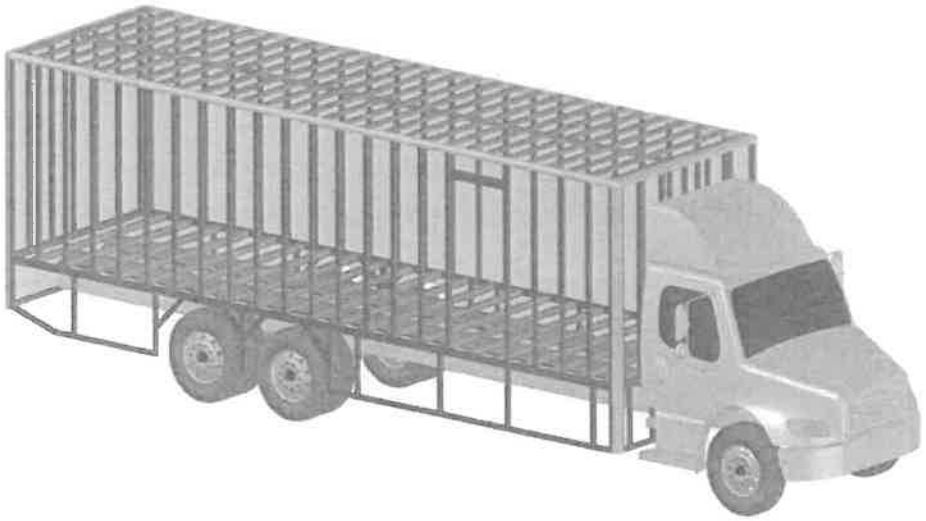
'I' Beam



Corner Application



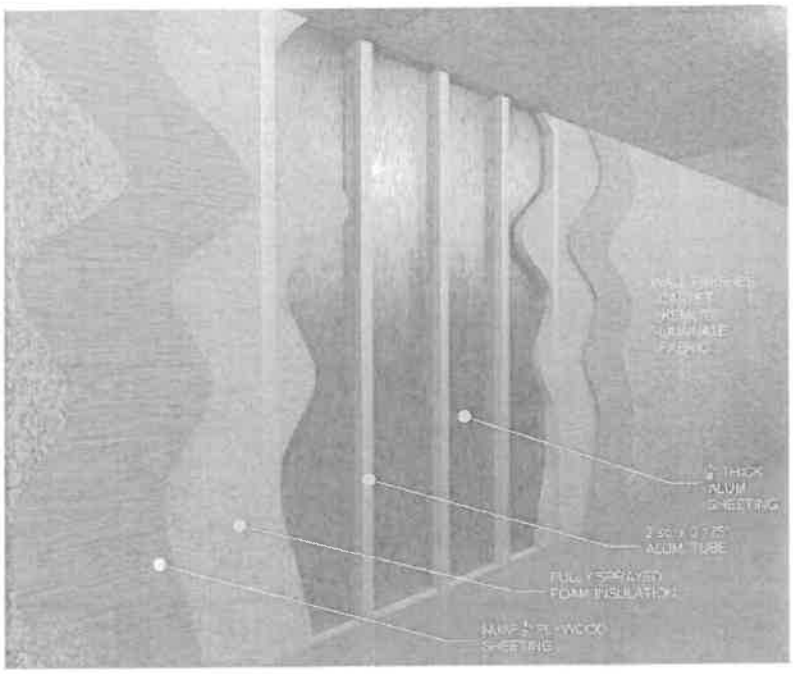
Roof Line w/Drip Edge



The structures of our all-aluminum modular bodies are manufactured utilizing an all-aluminum 6063-T52 alloy construction to ensure long-term durability, corrosion resistance and strength. The frame of the body is manufactured using 2" x 2" x 0.125" aluminum tube, with exception to the floor section which uses 2.50" x 3" x 0.349" 'I' Beams. All structural tubing to be welded together utilizing aluminum extrusions at roof line and corners. The aluminum extrusions provide great strength and durability. Roof line extrusions incorporate a drip rail. Upright structural tubes are spaced no more than 16"*o.c.* for maximum strength. The under-floor supports are to be 3" or 6" 'I' Beams dependent upon vehicle chassis. All structural members are to be welded for maximum strength. Side body skins shall be fabricated from sheets of 5052-H32 0.125" aluminum, with only one horizontal seam and no vertical seams.

The skins of the body shall be attaches with a 3M VHB proprietary bonding strip. The VHB cures in 72 hours to form a bond between the aluminum skin and body structure that is stronger than a weld. The VHB also creates a thermal barrier between the outer skin and structure of the body to mitigate heat transfer.

3.2	Construction Method:

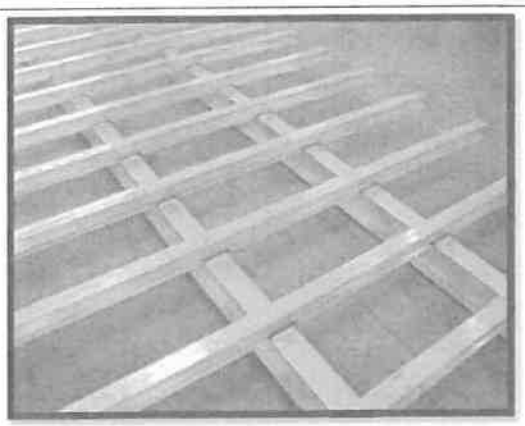


Walls: To be constructed of 2" x 2" x 0.125" (6063-T52) aluminum tubing. Aluminum tubing shall not exceed 16"*o.c.* Walls constructed exceeding the 16"*o.c.* maximum or utilizing anything less than 2" x 2" x 0.125" tubing shall not be accepted.
Exterior body skin to be 0.125" thick aluminum sheeting, to provide maximum strength and damage resistance from everyday use. Exterior skin is bonded to the welded structure using a method of attachment that yields a seamless exterior surface; glues or liquid chemical bonding shall
not be used. **NO** rivets will be utilized in the attaching of the exterior skin to the structural frame. Structural frame will be reinforced by welded aluminum plates where necessary. All-aluminum door frame extrusions shall be welded into the structure.

Roof: 2" x 2" x.125 6063-T52AL tubing on 12" centers/.125 tread that is stitch welded all the way around. A roof constructed on 16" centers with less than 2" x 2" columns shall not be acceptable.







Floor: 3" I-Beam AL 6061-T6 shall not exceed 12" centers. The underside of the floor assembly shall be sealed utilizing a minimum of .050 aluminum sheeting as a water intrusion barrier.

3.3	**NAUF Plywood & Hardwood Utilization** Only NAUF (No Added Urea Formaldehyde) plywood shall be acceptable. CARB - California Air Resources Board - Phase 2 requirement.	
3.4	**Rear Angle of Departure** MBF shall maximize the rear departure angle in accordance with the design criteria.	



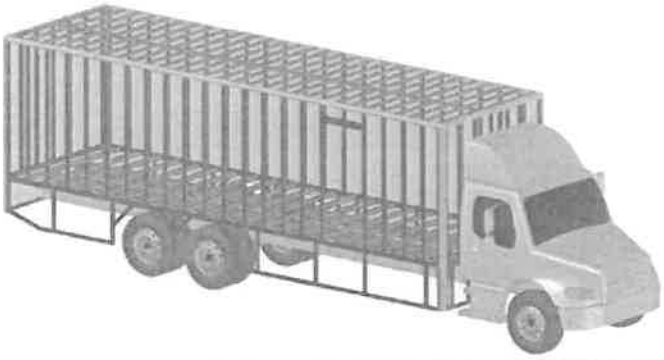
3.5 **Roof**

The roof will be manufactured in 0.125" 3003-H22 aluminum tread plate, continuously welded to roof perimeter extrusions and capable of supporting the weight of personnel, equipment, camera tripods, cable, etc.

MBF's standard roof construction method utilizes heavy duty frame construction that allows you to fully occupy the roof with personnel without added structures or improved roof supports. Safety handrails available upon request.





3.6	**Warranty** MBF offers a LIFETIME warranty on the structural integrity of the "Re-Mountable All Aluminum Body©." 	
3.7	**Paint** Exterior paint will be a PPG (or equal) urethane paint with a one (1) year warranty. Standard color is white. Cab color shall be any chassis standard OEM color available through the manufacturer at no additional cost. Body painting to customer color specification included as a standard OEM type of paint. Custom, two-tone, metallic, and clear coating is available upon request.  	

3.8 **Graphics**

MBF recognizes that one of the most powerfull tools your vehicle can have is it's presence. MBF utilizes high quality 3M products (or equal) in both standard and reflective to ensure longevity of your valuable purchase. Our wraps have a standard one-year installation warranty.

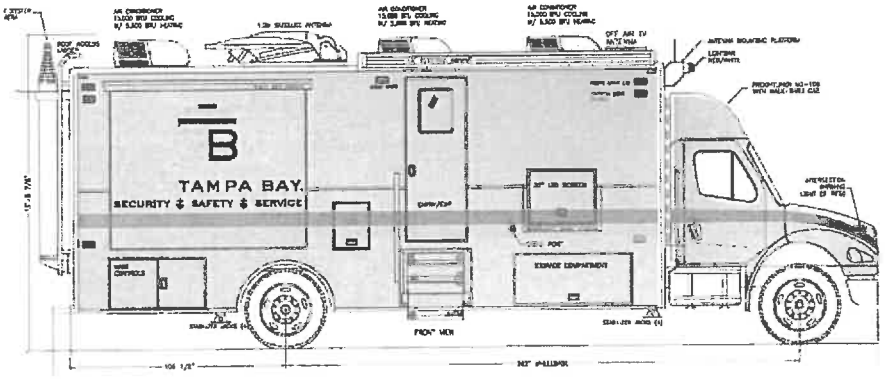
MBF offers several different packages to cover your graphics needs. We have certified installers and a design crew ready to assist you in the look that will Command respect, dignity, and honor.

- **$6,500 allowance included in base price quotation.**
- **Final budget discussion shall be discussed at the pre-construction meeting**

Graphics Package 1 Example - $4,500



Graphics Package 2 Example - $6,500

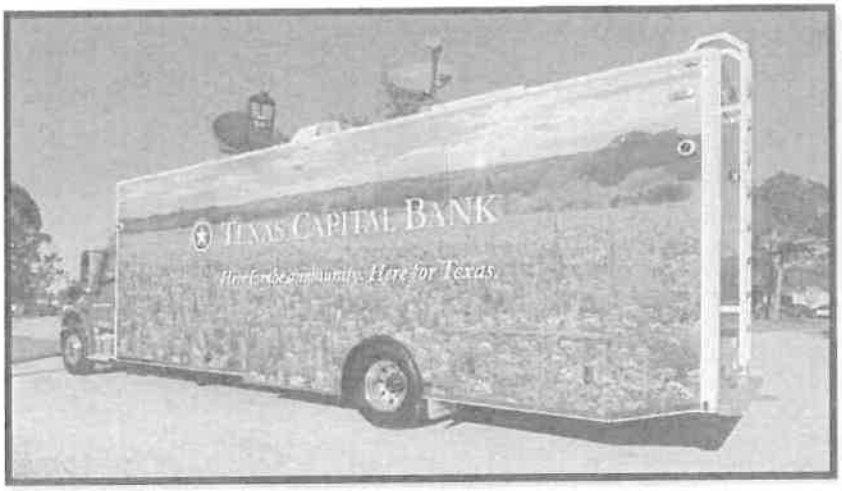


Graphics Package 3 Example - $8,500





Graphics Package 4 Example - $12,000 - $15,000 Full Wrap



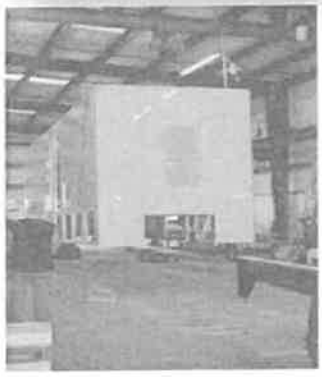
4.0 BODY MOUNTING

BODY MOUNTING

The "Modular Re-Mountable" aluminum body shall be fabricated as a stand-alone unit and designed and built to allow the body to be mounted independently to the chassis. A 1" Oak barrier or UHMW Ultra-High Molecular Weight Polyethylene dissimilar metals barriers shall be placed between the aluminum body and steel chassis frame. Spacers will vary in depth depending upon the overall vehicle design height requirements. Once mounted the body shall be secured with hardened steel "U" bolts and torque tightened to mounting specifications.







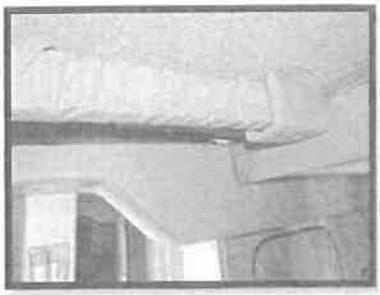


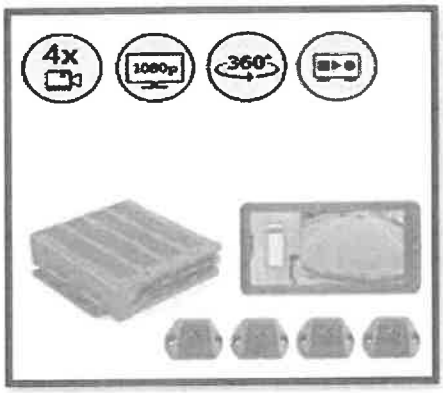
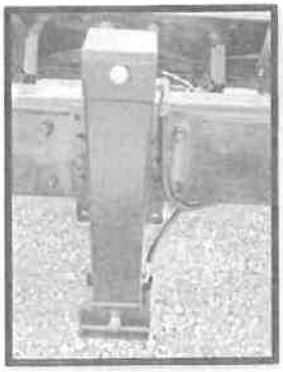
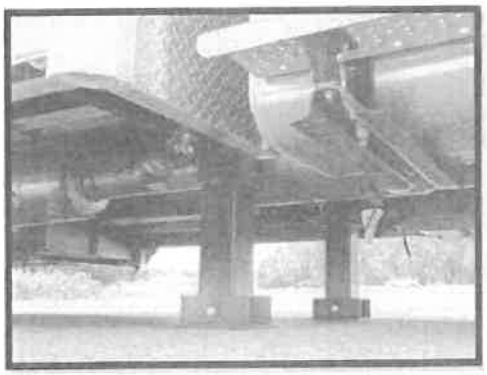


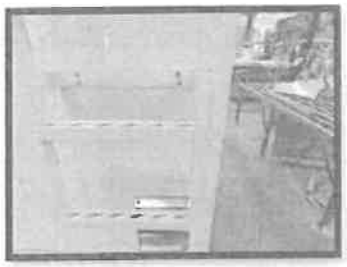
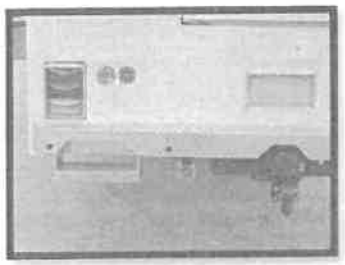
5.0 SLIDE OUTS

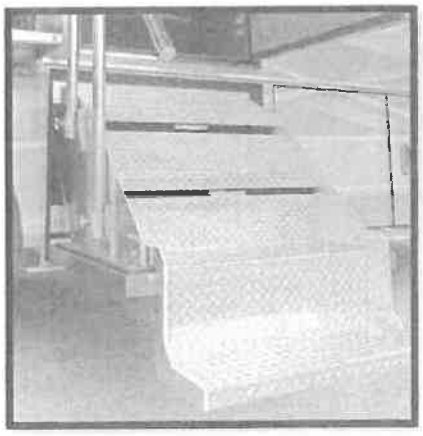
One (1) slide out shall be provided on the front curbside. Addition of a slide out (s) will require an update in the chassis requirement.

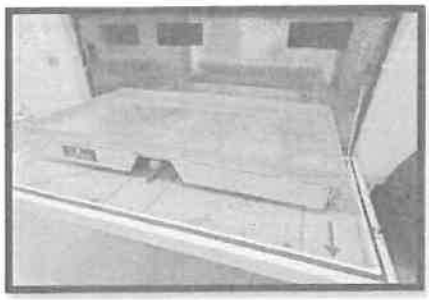


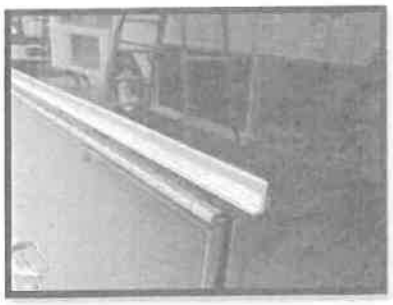
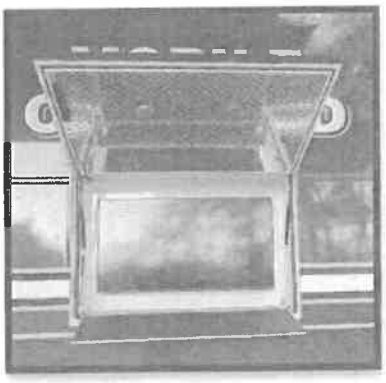
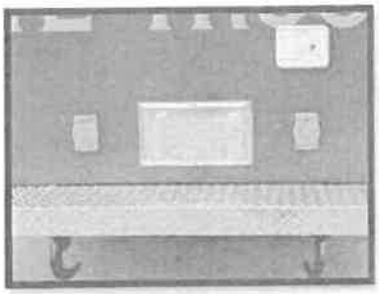
5.1	**Expandable Section** Expandable body sections shall be installed per drawings. The slide out sections will have reinforced structural support for the sidewall opening. The slide out section walls and roof shall be fabricated from 2" X 2" X 0.125" aluminum tube and 0.125" aluminum exterior skin. The interior of the expandable section will be finished with the same materials used in the main portion of the body.	
5.2	**Water & Air Seals** Water proof rubber seals are attached to the slide out floor, roof and sides and overlap with corresponding water seals attached to the floor, roof, and side walls of the body frame when in the closed position. The slide out exterior wall is fabricated to nest into a recessed wall frame structure when in the closed position.	
5.3	**Expandable Section Mounting** The expandable section will be supported from 4" steel "I" beams hanger system with 3" roller bearings and heavy-duty arms roof mounted. Floor mounting shall not be acceptable.	
5.4	**Slide Out Mechanism:** Air cylinders that deploy the expandable section shall be mounted in the ceiling section of the body. An RV style canopy, SOKIII, constructed of aluminum with vinyl awning shall be installed above the slide out section. Color TBD at pre-construction.	
5.5	**Slide Out Cable Management System:** The slide out cable management Chain way system is designed into the slide out overhead support mechanism. Chain way: Multi-link expandable cable management track. This allows the entire wiring harness to move in and out as the slide out is deployed without over bending of wires, which prevents wire breakage from bending movements. 	

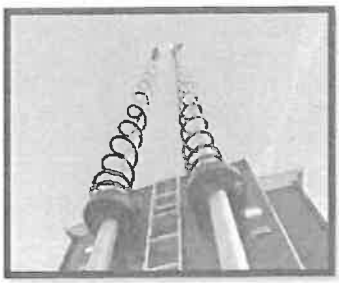
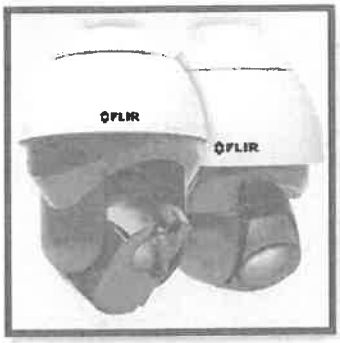
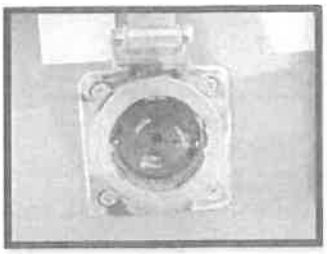
6.0	EXTERIOR COMPONENTS	
6.1	**Awning** One (1) color coordinated electric awning over entrance. Color TBD at pre-construction. 	
6.2	**360° View Camera -** One (1) Rearview Safety 360° HD camera system shall be installed on the vehicle. • Four (4) 1080p HD Cameras providing full birds eye view • 1080p Monitor • Ability to record on SD card with up to 1TB of storage 	
6.3	**Stabilizing Jacks** A set of four (4) stabilizing jacks shall be installed. These jacks will be attached to the chassis frame rails with grade 8 fasteners. Each of the Jacks will have a rating of 25,000 Lbs. Adjustable from 0" to 20".  	

6.4	**Roof Access Ladder** One (1) roof access ladder shall be provided and fabricated as 1" x 2" x 1/8" wall aluminum tubing. Ladder rungs to be 2" x 1.062 x .125 mill finished and finished per above listed paint specifications. OPTIONAL: Bumper step.   	
6.5	**Emergency Lighting** • Six (6) Whelen Combo LED M9 Emergency/Scene lights, the two at the rear will also act as reverse lights • Six (6) Whelen warning lights • Three (3) Whelen 3"x7" LED scene lights • Two (2) Whelen ION LED grill lights • One (1) Siren w/light control • One (1) Speaker 100w • One (1) set Whelen LED tail, turn & marker lights • One (1) Whelen forward facing LED light bar mounted on an antenna platform • One (1) green mast mounted LED command strobe light • Ten (10) underbody ground lights  	

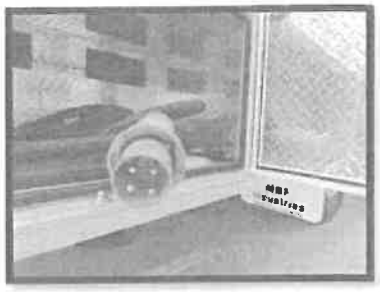
6.6	**Air Conditioning Units** Five (5) Dometic 15,000 BTU roof mounted A/C units with 5,100 BTU heat strips shall be installed with a ducted drop ceiling.  	
6.7	**A/C Brush Guards** Five (5) aluminum framed roof A/C unit brush guards shall be provided. 	
6.8	**Entry Door, Steps and Handrails** The curbside entry door shall have a fold out step which shall fold below floor level in the compartment and fold down for deployment with attachable handrails fabricated of 1 ¼" dia. Mill finish, .125 wall thickness pipe with couplings and safety pin. Fabricated with NFPA tread-plate and LED safety lights. Designed to support up to 500 lbs. 	

6.9	**Exterior Compartment Slide-Out Tray** One (1) all aluminum slide-out trays shall be included in the exterior compartment #4 as per drawing #JL-15357. Tray shall have a minumum of a 500 lbs capacity.		
6.10	**Rear Bumper** One (1) full body width bumper shall be custom fabricated with a 1" x 3" steel frame and diamond pattern tread-plate facing and shall extend beyond the body up to 10" for protection and shall not be flush mounted. Bumper dimensions may be altered to meet the specific requirements of the vehicle		
6.11	**Front Body Rock Guard** An aluminum diamond plate rock guard shall be installed at the lower portion of the front body wall and wrap around the front corner post.		
6.12	**Rear Hitch** One (1) Class V hitch shall be welded to the frame of the vehicle. All trailer electrical hook ups shall be located on the body of the vehicle. Location TBD.		

6.13	**Drip Rail** Aluminum drip rails shall be included over all compartment and entry doors.		
6.14	**Exterior Workstation** One (1) exterior workstation shall be provided per drawings with a fold-down aluminum workstation, (1) 43" LED exterior viewed monitor and compartment, data, and electrical connections.		
6.15	**Rear License Plate Provision** Provisions shall be provided for mounting of the license plate and tag light.		
6.16	**Window (s)** All door and side body windows shall be 20% tinted and include black out covers.		

6.17	**Mast System** One (1) 42' Will-Burt mast system with compressor and 1.25" nycoil.  	
6.18	**Mast Camera** One (1) FLIR Quasar 4K IR PTZ Camera • IP66 Rated • 4K Video resolution • On-Board long-range IR illumination • Continuous 360° pan and tilt rotation. • 31X optical zoom lens. • Built in lens wiper • NEMA-4X rating 	
6.19	**Outlets - Exterior** Four (4) 120VAC GFCI protected Decora outlets with weatherproof covers shall be installed on the exterior of the body, two (2) street side and two (2) curbside. 	
6.20	**Night Service** A 30 Amp night service plug shall be installed on the street side of the vehicle in a compartment. The night service power shall be determined at pre-construction. Examples of night service circuits: • Block Heater • One (1) A/C Unit • Battery Charger • One (1) Security Camera 	

6.21 **Shore Power Input and Surge Protection**



- Shore power input connectors, with a rating of 120/240 VAC and 100 Amps.
- A single point ground stud tied to the body and chassis.
- A 25'-100 AMP cord.
- Marine deck plate for security located inside the compartment.

An Intermatic IG1240RC3 surge protection device with 6 modes of surge protection (L-L, L1-N, L1-G, L2-N, L2-G, N-G) will be installed on the shore power input. This device protects the vehicle and internal electrical components from external power surges when connected to external power sources such as a building or temporary generator.

6.22 **Comms-On-The-Move Package - OPTIONAL**

Enables resilient communications-on-the-move and communications-on-the-pause. With blended connectivity and access to all available networks Saves time and money compared to managing multiple service contracts.



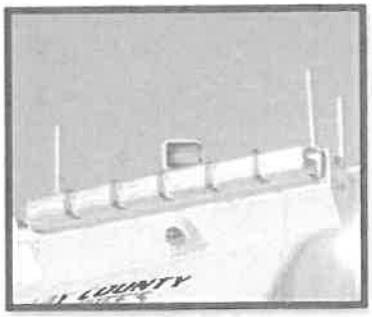




- Flat Panel Ku-Band Satellite Antenna using OneWeb's LEO network
- Blended LTE Router
- LTE External Antenna
- SuperGIG™ Service Plan - 250 GB
- 6 x 3G/4G/LTE/LTE-A/FirstNet
- Wi-Fi - Dual-band wireless (802.11 a/b/g/n/ac)
- Access to AT&T, FirstNet, Verizon, T-Mobile, GEO Satellite and LEO Constellation satellite networks
- Pay only for the data used, regardless of the network it transits
- Single IP address for simplified security management
- Blends all available networks giving maximum possible performance
- Speeds up to 500 Mbps while stationary or on-the-move

SuperGIG™ Plan

- Access to all networks
- 24/7/365 support, all through a single point of contact
- Singular static IP address simplifying VPN configurations and security policy
- Single service plan covering all networks including satellite
- Lifetime rollover - any data remaining at the end of the year, you can easily roll it over to the following year

6.23	**Amplified TV Antenna** One (1) Shakespeare SeaWatch off air TV antenna shall be provided for local stations. 	
6.24	**Antenna Rail** One (1) roof mounted 2"x3" aluminum antenna rail (s) with side access for antenna mounts. 	
6.25	**Antenna/Lightbar Platform** One (1) custom fabricated aluminum forward mounted antenna/lightbar platform. 	
6.26	**Dome Security Cameras** Four (4) IP based, 4 migapixel H.256 exterior dome cameras shall be installed on the vehicle body at high visibility locations and one (1) NVR recorder with 4TB hard drive shall be included.  	

6.27 Vehicle Undercoating

Dual Purpose Rustproofing Compound (Black)

Chemical Name	CAS No.	Weight-%
Asphalt (at Ambient Temperature)	8052-42-4	50 - 60%
Mineral Spirits (with < 0.1% Benzene)	8052-41-3	10 - 20%
Hydrated Aluminum-Magnesium Silicate (Attapulgite)	12174-11-7	10 - 20%
Naphtha(petroleum), hydrotreated heavy	64742-48-9	0 - 10%
Alkyl Amine Acetate	28701-67-9	0 - 10%
QUARTZ	14808-60-7	0 - 10%

7.0 EXTERIOR COMPARTMENT & DOOR SPECIFICATIONS

Curbside:

1. Double door storage compartment
2. Single door storage compartment
3. Single flip-down door for entry/exit steps
4. Double door storage compartment with slide out tray
5. Single door storage compartment
6. Single flip-up door for exterior monitor compartment with 43" monitor and fold out work surface
7. Entry/exit door

Street Side:

8. Single door storage compartment
9. Single door battery compartment
10. Double door generator compartment
11. Single door compartment for black tank access
12. Double door compartment housing shore power connections
13. Single door compartment for mast compressor, jacks and mast controls
14. Single door for rack access

Rear

15. Water fill door

7.1 Storage Compartments

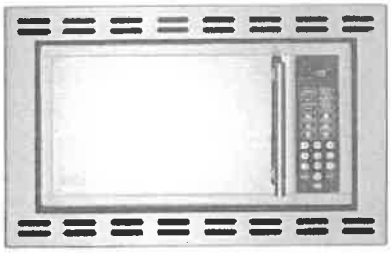
All storage compartments shall be manufactured in 0.125" welded aluminum tread plate for maximum strength, durability, and corrosion resistance. The compartment shall be "Sweep-Out" design with 2" framed doors with double seals. All doors are custom made to suit the requirements of the customer and may vary in actual size due to customer equipment requirements. Final sizes TBD at the pre-construction meeting.

7.2	**All Entry & Storage Compartment Doors** All doors will be manufactured of 0.125" aluminum extrusions and 0.125" aluminum plate welded and structured with square tubing. Personnel entry doors will be insulated with a maximum of 2" sprayed urethane foam. All doors are custom made to the customer's requirements.  The doorjamb extrusion shall be welded to the body wall structure. Two striker pins shall be installed in each entry doorjamb. A Tri-Mark all metal Chrome paddle handle shall be installed inside and out. The handles, latches and striker pins pass FMVSS 206 and comply with FMVSS 302. • **Gaskets** Passenger and compartment door gaskets shall be bulb typed, designed to match the doorjamb extrusions, and shall be extruded with material to satisfy ambient temperature extremes. There shall be no interruptions in the gasket for door locks, latches, or hinges. Gaskets shall be miter cut at the corners and sealed with "3M" weather strip adhesive. • **Hinges** All exterior hinges used for entry and compartment doors shall be stainless steel, continuous, w/3" open dimension and a ¼" diameter hinge pin. Hinge mounting holes shall be slotted to allow door adjustment in two planes. Holes shall be drilled and tapped in door and jamb extrusions to accept truss head style machine screws (stainless steel).	
8.0	INTERIOR FINISH	
8.1	**Insulation Walls & Ceiling** The vehicle body will be completely insulated with a minimum of 2" CFC-free urethane closed-cell foam sprayed insulation factor of not less than R-14. Once the foam expansion is fully cured it is then cut back to match the aluminum structure of the body and will allow for clean lines on all wall materials. All gaps and penetrations within the floor, ceiling and walls will be sealed using a 50-year sealant. 	
8.2	**Insulation Floor** Spray foam insulation shall be applied between the body frame support structures and covered on the interior with ¾" Marine Grade plywood and the finished flooring. Sheet aluminum shall be installed below the body structure and chassis frame rails to seal the insulated area.	
8.3	**Floor** All seams and screw holes will be filled with bondo and sanded smooth. The floor will be covered with commercial grade heavy duty vinyl flooring in customer's choice of color.	

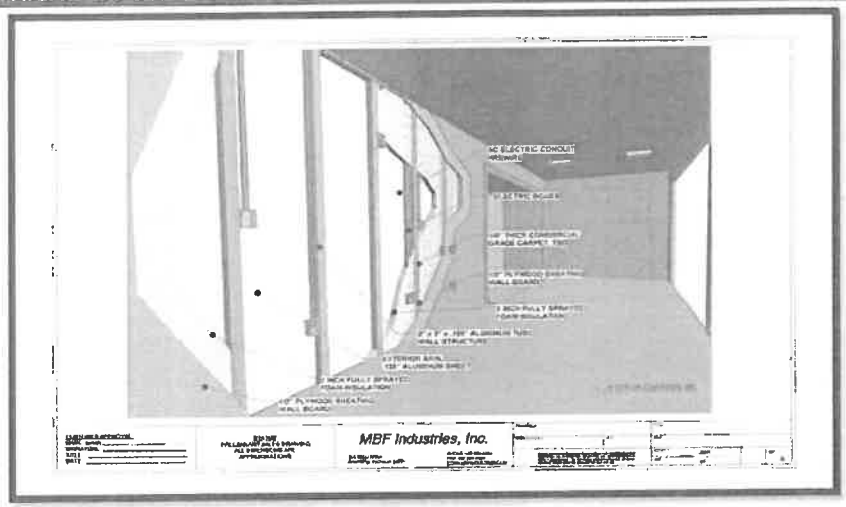
8.4	**Ceiling** The plywood shall be finished with carpet or Kemlite covering, in customer's choice of color. All voids in ceiling to be filled with 2" Urethane Closed-Cell Foam Insulation Panels(R-14).	
8.5	**Walls** Walls and ceiling to be ½" finish grade plywood screwed to the aluminum wall structure. The walls will be finished with 26 oz. carpet or Kemlite in customer's choice of color. Other finishes are utilized to meet customer requirements and where a high degree of sound insulation is required.	
8.6	**Interior Partition Walls** Interior partition walls shall be constructed out of aluminum tubing covered in plywood and wall finish. Bulkhead walls without a pocket door shall be 2" x 2" x 1/8" and with pocket doors shall be a combination of 1" x 4" x 1/8" and 1" x 1" x 1/8". Wood interior partition walls shall not be acceptable.	
8.7	**Cabinet Construction** Interior cabinets and bench seating shall be constructed of ¾" thick finish grade plywood. Cabinets shall be cut with CNC precision and screwed together. All cabinet interiors shall be finished with a white/black laminate cabinet liner. Cabinet exteriors shall be finished in "Formica" or equal vertical grade laminate in the customer's choice of color. Latches shall be flush mount Southco lever latches (positive latching). Overhead cabinet doors shall be covered with whiteboard upon request.	
8.8	**Bench Seating** Bench seating shall include foam seat and backs of firm density and materials shall meet FMV Safety Standards part 571.302 flammability of Interior materials.  Seam stitching shall be done with 8 oz. bonded nylon thread; material corners shall be squared or angled to fit precise cut of foam and shall be bonded to plywood backers with industrial grade adhesive. Stapling of fabric/vinyl to backer with industrial grade upholstery staples. Below seating storage shall be provided when noted on design drawings. All foam padding and vinyl coverings shall be of Marine Grade to prevent mold, mildew or fading.	

8.9	**Cabinets and Workstations** Storage cabinets and workstations per drawing will be provided. Overhead storage cabinets shall be installed above the base cabinets per drawings. 	
8.10	**Drawer Construction** All sides, fronts and bottoms shall be fabricated from ½" Finish Grade Plywood. The drawers shall be CNC cut with box joints and glued together to eliminate drawer separation.	
8.11	**Securing Interior** Positive lock closures for securing all drawers, tables, TV, chairs, doors, or other items within the interior of the unit will be installed.	
8.12	**Counter Tops** All work surfaces, conference tables and counter tops shall be medical grade hard-surface with a 16-hour stain resistance. A wide range of color choices and custom lighted options are available.  	
9.0	INTERIOR LIGHTING & OUTLETS	
9.1	**Interior LED Lighting** RED/WHITE Flush mounted 8" round LED lights shall be installed throughout the vehicle. These lights operate from the 12 VDC system and not require the generator or shore power. Light switch location shall be determined at the pre-construction meeting. 	
9.3	**Outlets - Interior** MBF shall maximize 120VAC Decora outlet locations at all workstations conference areas. As per customer requirements. 	

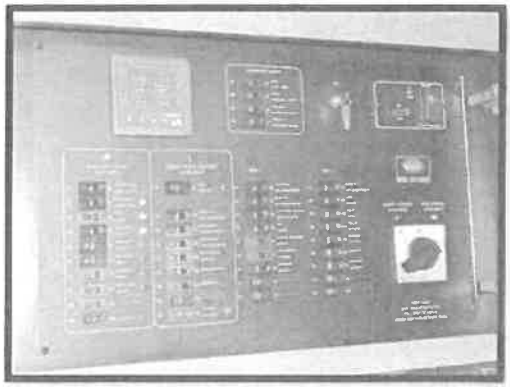
10.0	INTERIOR FITOUT	
	 	
10.1	**Front Command Area** • One (1) curbside slide out with one (1) four (4) person bench seat with storage underneath and two (2) removeable tables, one (1) large whiteboard mounted on curbside wall • One (1) bulkhead wall with pocket door with acrylic window separating Front Command Area and Center Galley Area • One (1) street side base cabinet for storage and one (1) overhead cabinet for storage • One (1) 65" One Screen touchscreen display mounted on street side wall • One (1) conference table with one (1) pop-up outlet box and four (4) roll-around chairs • One (1) event clock mounted on street side wall • One (1) street side base cabinet for storage, one (1) printer on top and one (1) overhead cabinet for storage • One (1) 43" LED display mounted on front wall • CAT6A wiring per specifications • Phone wiring per specifications • All high voltage and low voltage wiring per NEC	
10.2	**Center Galley Area** • One (1) curbside entry/exit door with window • One (1) curbside double door base cabinet with trash can on slide with two (2) drawers, one (1) counter • One (1) curbside load center cabinet mounted above • One (1) curbside galley area with one (1) Isotherm refrigerator, one (1) Keurig style coffee maker, one (1) built-in microwave overhead • One (1) insulated bulkhead wall with solid swing door with acrylic window separating Center Galley area and Rear HNT Area • One (1) interior door to street side restroom consisting of one (1) sink with base cabinet, one (1) overhead cabinet for storage, one (1) RV style toilet, one (1) power roof vent, one (1) mirror, one (1) TP holder • One (1) Mid-Atlantic 40RU equipment rack with removeable door located on street side • Two (2) RED lights with light switch installed in ceiling, one (1) at Front Command Area door and one (1) at Rear HNT Area door indicating meeting in progress • CAT6A wiring per specifications • Phone wiring per specifications • All high voltage and low voltage wiring per NEC	

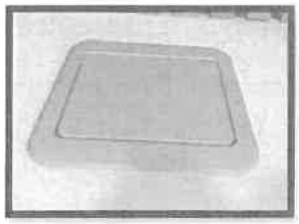
10.3	**Rear HNT Area** • One (1) curbside base cabinet for storage and one (1) overhead cabinet for storage • One (1) whiteboard mounted on curbside wall • One (1) event clock mounted on rear wall • One (1) 55" LED display mounted on rear wall • One (1) conference table with two (2) roll-around chairs located on curbside of table • One (1) street side three (3) person bench seat with storage underneath • CAT6A wiring per specifications. • Phone wiring per specifications. • All high voltage and low voltage wiring per NEC.	
11.0	INTERIOR COMPONENTS	
11.1	**Refrigerator** An Isotherm model# 18818252 AC/DC refrigerator shall be included, color matching the interior. 	
11.2	**Microwave** A small Stainless-Steel microwave shall be installed in an overhead cabinet at the galley station. 	
11.3	**Coffee Maker** One (1) Keurig coffee maker shall be included in the galley area as per drawings.	
12.0	STANDARD EQUIPMENT	
	• Two (2) five (5) pound ABC fire extinguishers shall be strategically located throughout the vehicle. • A set of three (3) reflective safety triangles in a case and road flares will be shipped with the vehicle. • All vehicle manuals will be placed in an indexed black folder, clearly labeled and placed in a clear bucket, along with larger parts.	

13.0 ELECTRICAL & POWER SYSTEMS



13.1	**12 VDC Wiring** Proper wire sizes shall be determined for each circuit. All 12 VDC wiring shall be color coded and routed through high temperature split loom cable covers. Wire protection shall be included throughout the vehicle.	
13.2	**Battery System** The vehicle shall be equipped with a dual battery system. The auxiliary battery selected to support the conversion load shall be a group 8-D AGM with a rating of 1450 CCA and 245 Amp hours.	
13.3	**Auxiliary Battery Disconnect Switch** Located in the battery compartment, this switch is utilized when the vehicle is in prolonged storage to prevent battery drainage. • Amp Rating: 500A • Max Volts: 48V • Temp. Range: -58°F (-50°C) to 221°F (105°C) • Ignition protection to SAE J1171 and ISO 8846 for installation in a battery box of on vehicles carrying hazardous loads 	
13.4	**Battery Paralleling - Battery Boost -Emergency Start Switch** A dash-controlled system shall be provided to parallel the main and auxiliary batteries for increased engine cranking capability. The jump switch shall be located at the driver's position.	

13.5	**Power Converter** One (1) 120 VAC to 12 VDC power converter shall be provided to support the 12 VDC electrical load and charge the batteries during generator or shore power operation. The minimum rating for the converter shall be 80 Amps.	
13.6	**120 VAC Wiring** Wire sizes shall be determined for each circuit based on circuit load. All Wires used in the vehicle will be copper. All wiring shall be installed in accordance with the NFPA 1901 & (NEC) National Electric Code.	
13.7	**Generator - DuraWatt** One (1) 20KW 120/240VAC 60Hz Durawatt water-cooled Isuzu diesel powered generator shall be provided. The entire compartment will be sound proofed to attenuate noise to the maximum degree possible. **A. Block and Pan Heater** The generator shall be equipped with an engine block heater. **B. Shut Down System** The generator shall be equipped with sensors that will activate the generator shut down system on low oil pressure and high-water temperature. **C. Remote Start** The generator shall include a remote Start/Stop Preheat switch and hour meter located in the vehicle power distribution panel. **D. Fuel Supply** Fuel supply for the generator shall be from the chassis fuel tank. The system shall be designed and installed to leave a minimum of ten gallons of fuel in the tank when the generator runs out fuel.	
13.8	**Load Center Panel** Shall consist of a custom anodized aluminum panel equipped with: • Carling style circuit breakers for both 120 VAC and 12 VDC applications. • A power transfer switch for selection of either generator or shore power. • Meters for monitoring voltage, amperage, and frequency. • An audible over-voltage alarm to sense and warn of irregular voltage from either source. 	

14.0	COMMUNICATION ITEMS	
	• During the pre-wire phase MBF will install all necessary wiring and cables for satellite, phone, data, audio, video, intercom, radios, and types of systems per these specifications. • Some systems such as microwave receivers or custom V-SAT antennas may require custom cables and are not included as a part or standard pre-wire preparation. • All generic nycoil systems are arranged at pre-wire utilizing our stock type of cables and does not include any custom or special-order cables that may be required. • Any mast head mounted equipment or devices shall be approved by MBF in advance to insure appropriate nycoil utilization. • MBF shall provide cable access points in the body for future cable runs.	
14.1	**Communication Wiring** Recessed power supply and A/V/C shall be provided at the conference table. TBD at Pre-construction.  	
14.2	**Communication Equipment Rack** The Middle-Atlantic frame is specifically designed to give a universal mounting platform for all standard-sized 19" rack mountable devices. • Weight capacity up to 1050 lbs. • Height is 40RU (rack units) or 76.13 inches • Width is 22 inches • Depth is 31.4 inches • Able to meet most major manufacturers' specifications for mounting requirements with CAT6A cable throughout the vehicle for communication cables • The rack will have air duct vent on top to provide ample air ventilation • Vented door rack with lock • Rear of racks will be lighted 	
14.3	**Roof Mounted Antenna (s)** Antenna rails on the roof shall be the access point to communicate via RF patch panel with the radios. Antenna positions TBD as needed for the design requirements.	

14.4	**Wire Chase Management** Wire and cable raceway shall be provided overhead for easy access. Interior ceiling access points shall be provided in the drop ceiling for accessing and running future cables.	
14.5	**Patch Panel** One (1) Panduit or equal patch panel provided as required per equipment.	
14.6	**Individual Workstation Connections** Each workstation shall be provided with wall mounted data, phone, and electrical connections. Specific requirements & locations to be determined during the preconstruction meeting.	
14.7	**Cellular Communication Package** A compatible cellular communication package shall be installed on this vehicle. The communication equipment is able to work with virtually any carrier in the event of a change. • Carrier(s) sim card to be provided to MBF	
14.8	<u>OneScreen</u> Present, annotate and collaborate on a giant tablet with meeting participants in the room and around the world. A Onescreen puts everything you need to visually present, capture and share ideas at your fingertips - all integrated into a single, cost-effective device. Onescreen streamlines meetings and allows people to communicate clearly to get the job done fast. You will bridge communication gaps, save time and money on travel, and never look back. **Key Features** • Advanced multi-touch high definition 65-inch display • Flexible and expandable with built-in Windows PC • Digital interactive whiteboard and document annotation • Business-class video conferencing • Share, view and control from your tablet or smartphone • Full copy of Microsoft® Office ensures file compatibility 	

15.0 SPECIAL EQUIPMENT PACKAGE - Special equipment not listed previously.

15.1 All items not listed within these specifications are considered **Customer Supplied**

Qty	MFG	Model	Description
1	Mid Atlantic	MRK-4031LRD	40RU Rack
1	Whelen	F45PC	45", Non-Frosted Lens Fluorent Plus™ Series
1	Mid Atlantic	PD-2020R-NS	Power Strip (Horz)
1	Mid Atlantic	LVFD-40	Mesh Vent Rack Door (40U) 64% Open
1	TrippLite	SU3000RTXLCD 2U	3000VA 2700W 120V Double-Conversion UPS - 7 Outlets, Extended Run, Network Card Option, LCD, USB, DB9, 2U Rack/Tower
1	CradlePoint	BFA1-30005GB-GN	5G-optimized enterprise branch router w/ GPS
1	RF MAX	RBDM-G55WW-17-SSSRR-B	WHITE 5-in-1 Antenna: MiMo 5G, MiMo WiFi & GPS/GNSS for 5G/4G/LTE Cellular Routers
1	RF MAX	RBMM-55-SS-17	2x2 w SMA male 5G LTE antenna
450	Times Microwave	LMR-240	Cabling
16	MISC		RF Connectors
1	Netgear	GSM4352PB-100NES	NETGEAR 48-Port Fully Managed Switch M4300-52G-PoE+ and shipping
2	Panduit	CPPL24WBL	24 Port Data Patch Panel
96	Panduit	CJ6X88TGBU	Cat 6A UTP RJ45 TG Jack Module
48	Panduit	CMBWH-X	WHITE BLANK
2400	Belden	10GXW13	CAT6A, UTP, 4 Pair, 23 AWG, Solid, Bare Copper, 0.25" O.D.
24	Panduit	CFG4WH	WHT 4 POS FRAME
1	Optiview	NVR8P84K-1-NCV	8 CHANNEL 8 POE 4K NVR w/ 1x4TB HDD
5	Optiview	IP4MIADLP-28AI-NCV	4MP Armor Dome Camera w/ Analytics
240	Belden	10GXW13	CAT6A, UTP, 4 Pair, 23 AWG, Solid, Bare Copper, 0.25" O.D.
1	Mid Atlantic	U1V	UTILITY RACKSHELF, 1 RU, 10.4"D, VENTED

1	FLIR	CP-6408-31-I	FLIR-8 MEGAPIXEL 4K IR OUTDOOR NETWORK IR PTZ CAMERA WITH 31X LENS
1	FLIR	CP-POE-4P-60W-US	INLINE 60W POE INJECTOR, US POWER CORD - NCNR
1	FLIR	CX-ELBX-G3	Wall Mount Bracket Junction Box for PTZ Camera
1	PTZOptics	PT-SUPERJOY-G1	SuperJoy NDI|HX/IP & Serial PTZ Camera Joystick Controller
1	Kiloview	D350	4K H.265/H.264 IP Video Decoder
1	Mid Atlantic	U1V	UTILITY RACKSHELF, 1 RU, 10.4"D, VENTED
1	Shakespeare	3004	SeaWatch Off Air Antenna
1	Shakesphere	4710	SS Mounting Flange
2	Quest	VSP-1320	3 WAY 900 MHZ STANDARD SPLITTER
1	OneScreen	T7-65	65' 4K UHD Touchscreen Commercial Grade LED Panel w/Android 13 OS Zero-bonding Gen 2 IR touch w/ pressure sensitive IR 8-array built-in microphones, 25W subwoofer and 20W speakers
		PC i7	Intel Core i7 CPU, 16GB RAM, 256GB SSD, 4K resolution -Slot-in PC for OneScreen TL7-Windows 11 Pro
		SnapCam 2	OneScreen SnapCam 2
		Shipping	
1	KanexPro	EXT-USB250M	USB 2.0 Over Cat 5e/6 Extender Set (164')
1	Sealoc	WLCSSQ7F-43	weatherloc® treated Samsung Q7F Series QLED 4K Vision AI Smart TV VESA 200x200
2	Crimson AV	VW4600	all Mount with Latch Release Mechanism for 37" – 60"+ TV's, Weight Capacity 200lb
1	Samsung	QN43Q7FAAFXZA	43" 4K HDR Smart QLED TV
1	Samsung	QN55Q7FAAFXZA	55" 4K HDR Smart QLED TV
2	Peerless	SF660P	SmartMount Universal Flat Wall Mount for 39" to 80" Monitor
1	DVIGear	Training	Online DisplayNet Product Training for Customer
1	DVIGear	DNS-20	DisplayNet Server
1	DVIGear	DN-100-RMK	Rack Mount Kit for DN-100 / DN-200 Series
6	DVIGear	DN-300T	DisplayNet SDVoE Transceiver

1	DVIGear	DN-300-RMK	Rack Mount Kit for DN-300 (4x)
1	MBF	ENG LABOR	Design and Setup
1	Netgear	PR460X-111NAS	PR460X 6-Port 10G / 2.5G Dual-WAN Pro Router
1	Netgear	XSM4316S-100NES	M4300-8X8F 8-Port RJ45 & 8-Port SFP+ 10G Managed Network Switch
6	FS.COM	VARIOUS LENGTHS	LC UPC to LC UPC, Duplex, 2 Fibers, Multimode (OM3), Riser (OFNR), 2.0mm, Tight-Buffered, Aqua
12	FS.COM	SFP-10GLRM-31	NETGEAR AXM763 Compatible 10GBASE-LRM SFP+ 1310nm 220m DOM Duplex LC/UPC MMF/SMF Optical Transceiver Module
1	Excelsys	XLB-01	CONFIG POWER CHASSIS 200W 4 SLOT
1	Excelsys	XG3	CONFIG DC PWR MOD 12V(6.0-15.0V)
1	FeelWorld	P173-9HSD-RM	17.3" 1920x1080 Rackmount Monitor
13	Cables2Go	HDMI 4k 60Hz	Performance Series Ultra Flexible HDMI
1	DVIGear	DVI-7570	4K HDMI CAT6 Extender
1	FSR	T3U-3R-BLK	Popup 6x Configurable (2x data, 1x hdmi, 1x usb)
2	RCI	DM-WP-01	2x Mini-Com Punch, 1x HDMI - 1 Gang Black Anodized Engraved Wallplate
8	L-COM	ANM-1508	N MALE
8	Laird	MABTO	NMO Mount
8	Laird	QWRC	NMO Rain Cover
1	RCI	APP-2-8-N	2RU 8 Port Panel with engraving and N connectors (NO Lightning Protection)
500	Times Microwave	LMR-240	Cabling
1	Nycoil	1.25"	Loadout:TBD (Standard:3x CAT6a, 2x LMR-240, 1x 1855a, Multiconductor, Power, Ground)
1	MBF	Mast Head	Equipment: FLIR PTZ Camera, Off-air, Beacon, TBD
2	Neutrik	NE8FDX-Y6-W	D-shape CAT6A panel connector, shielded, IDC termination with rubber sealing, IP65 when mated, nickel housing
1	MBF	Prewire	

16.0	**ALARM SYSTEM**	
16.1	**Alarms** The vehicle shall have a hardwired smoke & CO detector with 9V battery backup in each room.	
16.2	**Warning System** All points of entry doors, jacks, awnings, satellite dishes, slide-outs and any other external compartments shall be wired to a warning system. This warning system will activate when any of the connected devices are in the deployed position and will sound a loud alarm and an indicator light will flash if the parking brake is released until they are put into their stowed position. 	
17.0	**MANUFACTURER QUALIFICATIONS & QUALTY CONTROL**	
17.1	**Single Source Manufacturing** A single source manufacturer of the vehicle drawings, engineering, structural fabrication, body fabrication, body components, interior conversion, electrical, audio, video, communication, and integration shall be required to minimize potential warranty issues and security risks. Body shall be fabricated as a shell unit, including slide outs, independently of the chassis before mounting. Body shall be fabricated in a method to allow re-mounting of the completed body to a new chassis, if necessary.	
17.2	**Past Performance** Vendor shall be required to provide body fabrication shop drawings, work in process pictures and completed unit pictures with references for five (5) projects completed within the past two (2) years utilizing the identified fabrication method. Minimum of 15 References with contact person, project description, location, and email address. Exception requests shall be submitted in writing 7 days prior to closing.	
17.3	**DOT Regulation** Manufacturer shall supply accurate independent wheel weights, front axle weight, rear axle weight and total GVW (Gross Vehicle Weight) with an approved scale system.	
17.4	**Vehicle Weight distribution** The manufacturer shall provide total weight distribution calculations showing the as built front, rear, and total estimated weight of the proposed vehicle. Three (3) references of similar vehicles utilizing a "Re-Mountable Body©" shall be provided and included.	

17.5 **Welding Standards**



All welding shall be performed in accordance with the applicable requirements of the latest codes, rules, or specifications to the American Welding Society.

- AWS D1.1 Structural Welding Code - Steel
- AWS D1.2 Structural Welding Code - Aluminum

Tensile Strength testing provided upon request by an AWS Certified Inspector.

17.6 **Design and Engineering**

The manufacturer shall have; **On Staff**, design and engineering departments that are solely dedicated to the commercial heavy-duty mobile industry.

Pre-contract QC: Senior construction engineers review the preliminary drawings to ensure MBF quality standards are enforced prior to customer acceptance of the drawings.

Post Contract: A detailed review of the drawings and specifications are conducted with the VP of Operations, engineer, lead senior engineer and the project manager.

Pre-construction Meeting: The MBF project management team assigned to each project shall be in attendance, which shall include the VP of Finance and Operations, Electrical Engineering Department, Network Engineering Department, Project Engineer, and the Lead Senior Engineer. With the customer's input, we will solidify any additions, deletions, or changes and complete one final review of the chassis' wheelbase, engine HP, GVWR, fuel capacity, cab style, interior layout, brakes, etc. The MBF body configuration, structural integrity, (using Autodesk AutoCAD current version) overall vehicle construction of roof, walls, floors, slide out assemblies, HVAC layout and interior walls to ensure complete vehicle coverage are also reviewed. Plus, the customer shall be provided a full set of Electrical Engineered drawings, Network Engineering drawings and MBF shall submit the final drawings for customers "sign off."

Construction QC: Daily visual inspections and ***Quality Assurance*** checklist shall be conducted by the QC managers in each department and during each phase of construction of the vehicle. This includes a daily inspection of product specified materials; fabrication progress, dimensional accuracy and that the overall vehicle specifications are being followed. Ongoing production photos are provided as a courtesy to every customer. (Quality Assurance checklist provided upon request)

17.7	**Electrical Engineering** The manufacture shall have; **On Staff**, a design and electrical engineering department that is solely dedicated to the commercial heavy-duty mobile industry. **Quality Control Measures:** With each design, the electrical engineer provides calculated power usage, load calculations and provides peer reviewed detailed drawings of the entire vehicles power supply. **Electrical circuit testing:** MBF voluntarily complies with the industry standards for NFPA and NEC for mobile market products. During construction of the vehicles, our electrical circuits undergo initial phase resistance testing to ensure continuity and absence of circuit damage or fault during installation and before closing the interior vehicle envelope. Once the interior walls are installed, incremental intermediate phase testing occurs as circuits are terminated in outlets, fixtures, and lighting elements. Once the vehicle reaches final phase and the electrical infrastructure is complete, incremental testing, metering and load initialization occur to further certify all aspects of the power systems. Once the systems have passed this phase of testing, MBF undertakes monitored load and duration testing of shore system circuits as well as generator systems to ensure that the vehicle has accrued sufficient time in testing prior to vehicle delivery. Details covered in section 8.0	
17.8	**Communication and Network (Integration) Engineering** The manufacturer shall have; On Staff, communication and engineering departments that are solely dedicated to the commercial heavy-duty mobile industry. **Quality Control Measures:** With each design, the Integration Engineer provides detailed drawings of the communication cabling, data, control, and audio/video systems based on client requirements, direction, and budget. **Equipment Testing:** Intake and inventory of all purchased and Customer Furnished Equipment Bench test of all components Configuration of all equipment for system operations Labeling of all equipment. **Cable Testing and Certifications** **AV Cable Testing:** Resistance Continuity Signal Integrity **Data Cable Certification:** Wire Map Bandwidth Certification **RF Cable Testing:** Resistance Continuity	

- Sweeps and Certification*

  * On an as-needed basis, Vendor will, at the request of the client, coordinate with a trusted vendor to perform higher level RF sweeps to certify our vehicles to the customer's specific RF requirements.

Integration Certifications Held: In the highly competitive AV industry, education, training, and certification are important to the success of both individuals and companies. Like a professional license, certification instills confidence through reliable evidence of a critical set of knowledge and skills. Acquired fluency and expertise in any field saves valuable time and money, and ensures a higher level of customer service and satisfaction.

CTS: Individuals, companies, and customers have always recognized the CTS® certification for its credibility and integrity. In pro AV the Certified Technology Specialist™ (CTS) program is the leading professional credential with more than 13,000 CTS holders worldwide. And because it is ANSI-accredited to the ISO 17024 standard, you can be assured it meets the highest standards for demonstrating and verifying you or your team's skill set. CTS certifications are awarded for a period of three years. To maintain your certification, you must complete minimum levels of continuing education during each three-year period and must reaffirm your commitment to the CTS Code of Ethics and Conduct.

EAVA: The Extron Certification program is for AV professionals who wish to advance their knowledge of AV system technology, design, and configuration. The program consists of online and instructor-led training components and provides system integrators, installers, and consultants an opportunity to learn new skills, validate their skills, and gain a better understanding of the latest technologies and solutions.

Extron CERTIFIED
XTP Systems Design Engineer

CP CNA: The *Network Professional* level offers more of an in-depth view of Cradlepoint devices and again caters to sales engineers, support staff and those installing and managing our products. The course contains information about the advanced configuration, management, and monitoring of Cradlepoint devices and services, including more details on routing protocols, VPNs, security, third-party applications, ECM and Wi-Fi configuration.

17.9 **After Sale Service & Warranty**

Should the need arise, **All** service and warranty issues shall be submitted to MBF Industries, Inc. MBF shall provide national service coverage for all parts of the vehicle. Manufacturer must provide 24-hour access to resolve in action solutions for safe vehicle operations and vital communication requirements.



17.10	**Industry Recognized Up-Fitter** MBF is a worldwide supplier of custom-built specialty vehicles and is recognized as an upfitter by some of the most popular brands available in the market place. **Available Chassis/Trailer** MBF utilizes all major brands of trucks and trailers. Plus, we have the capabilities to offer upfits for your vehicle and overseas models as well. • Freightliner • International • Kenworth • Peterbilt • Western Star • Hino • Mack • Mercedes • Ford • Ram • Chevrolet • Volvo • Isuzu • Great Dane • ATC • Craftsmen • Bluebird • Mitsubishi • Prevost • GM	
17.11	**Freightliner Up-Fitter** MBF is an audited, certified, and approved manufacturer and body builder utilizing Freightliner chassis for both domestic and export markets. **Certification Data Code:** AF3-2F5 **Freightliner Certification:** # 73815	
17.12	**NFPA 1901** **MBF recognizes all safety standards written with-in the NFPA 1901** NFPA® 1901 Standard for Automotive Fire Apparatus 2009 Edition NFPA, 1 Batterymarch Park, Quincy, MA 02169-7471 An International Codes and Standards Organization	
17.13	**NFPA 70** **MBF recognizes all safety standards written with-in the NFPA 70 Electrical Code.** NFPA® 70 National Electrical Code® 2014 Edition NFPA, 1 Batterymarch Park, Quincy, MA 02169-7471 An International Codes and Standards Organization	
18.0	DELIVERY	
	Vehicle pick up at MBF Plant in Sanford, FL The estimated build time for this project is approximately 15-18 months Registration fees are not included if the vehicle is to be registered in the state of Florida.	

19.0 TRAINING

Training to be conducted at MBF Industries, Inc. Sanford, Fl. at no additional charge unless otherwise specified.



20.0 PROJECT MANAGEMENT SCHEDULE

Most projects typically utilize three (3) project meetings. Meetings shall be held at MBF Industries, Inc. Sanford, Fl. unless otherwise specified. Transportation shall be provided by the customer.

- **Preconstruction** (6-8 hours)
  Typically, we invite 3-4 people to attend the meeting from your agency
  1. Project Manager
  2. IT Representative
  3. Fleet Manager
  4. Vehicle Operator
- **Pre-wire** (1-2 hours)
  1. IT Representative
  2. Project Manager
- **Final inspection** (4-6 hours)
  1. Project Manager
  2. IT Representative
  3. Vehicle Operator
  4. Authorized Signer for paperwork

- During the process, and once the building starts, MBF shall send monthly updates and photographs of the project status. For each visit, MBF shall provide complete access to the Project Manager and the team assigned to the project as well as the vehicle in production. All visits shall be scheduled with MBF's "CSA" (Customer Service Administrator) and agendas/goals shall be submitted to the customer 10 days prior to meeting dates.

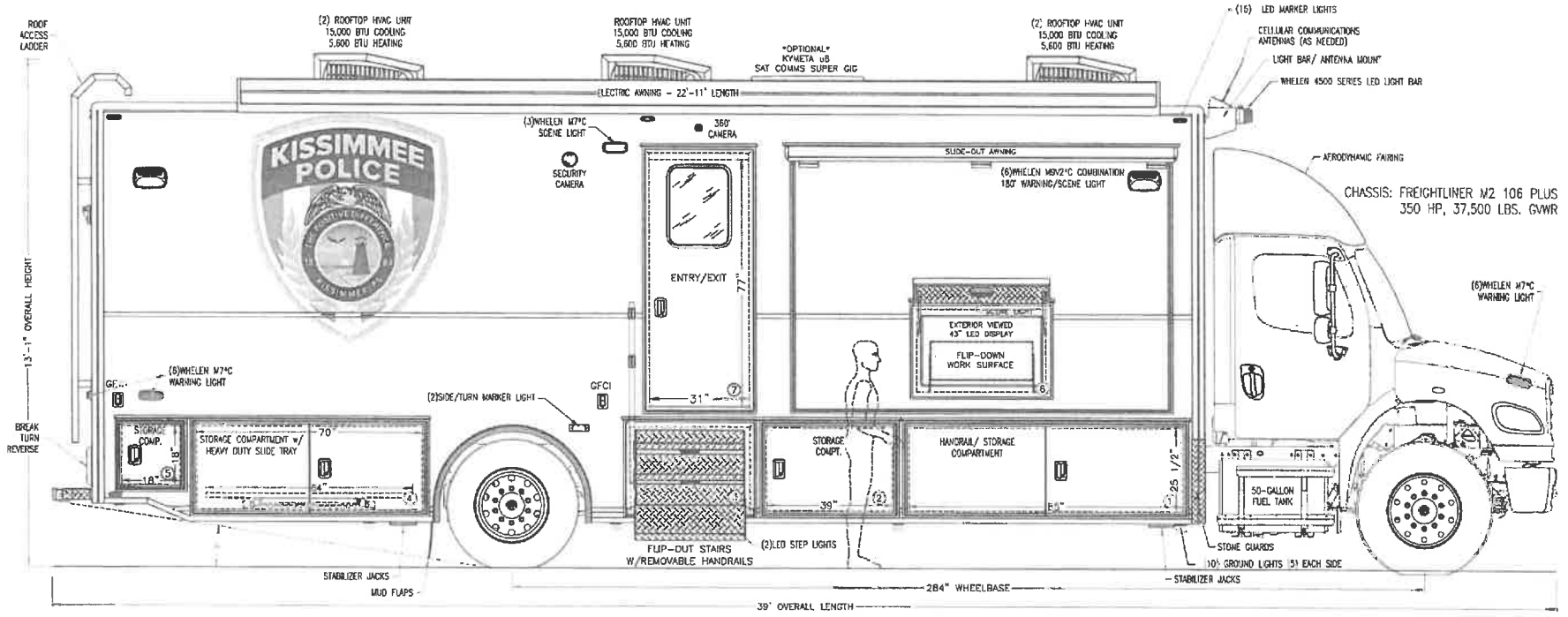
21.0 APPLICABLE TAXES & FEES

Your company or agency may be subject to **sales** tax or **F.E.T.** taxes. Please consult with your MBF representative to ensure accurate information.

- Trucks over 33,000 lbs. may be subject for F.E.T.
- Trailers over 26,000 lbs. may be subject to F.E.T.

Design changes beyond the pre-construction meeting are subject to change order fees. All change orders shall be billed on the final invoice. Should items become obsolete during the build process, MBF will make every effort to substitute an equal item of the same value. However, should there be a large price difference in either direction, MBF shall apply the difference to the final invoice.

Government mandated changes that would affect the price of raw materials, parts or emission standards of the vehicle while in production may affect the final invoice and the customer shall be notified in writing as well as verbal communication should something arise. All mandates shall be supplied to the end user upon receipt by MBF.



PRELIMINARY PROPOSAL DRAWING

*All dimensions are approximations.

MBF Industries, Inc.

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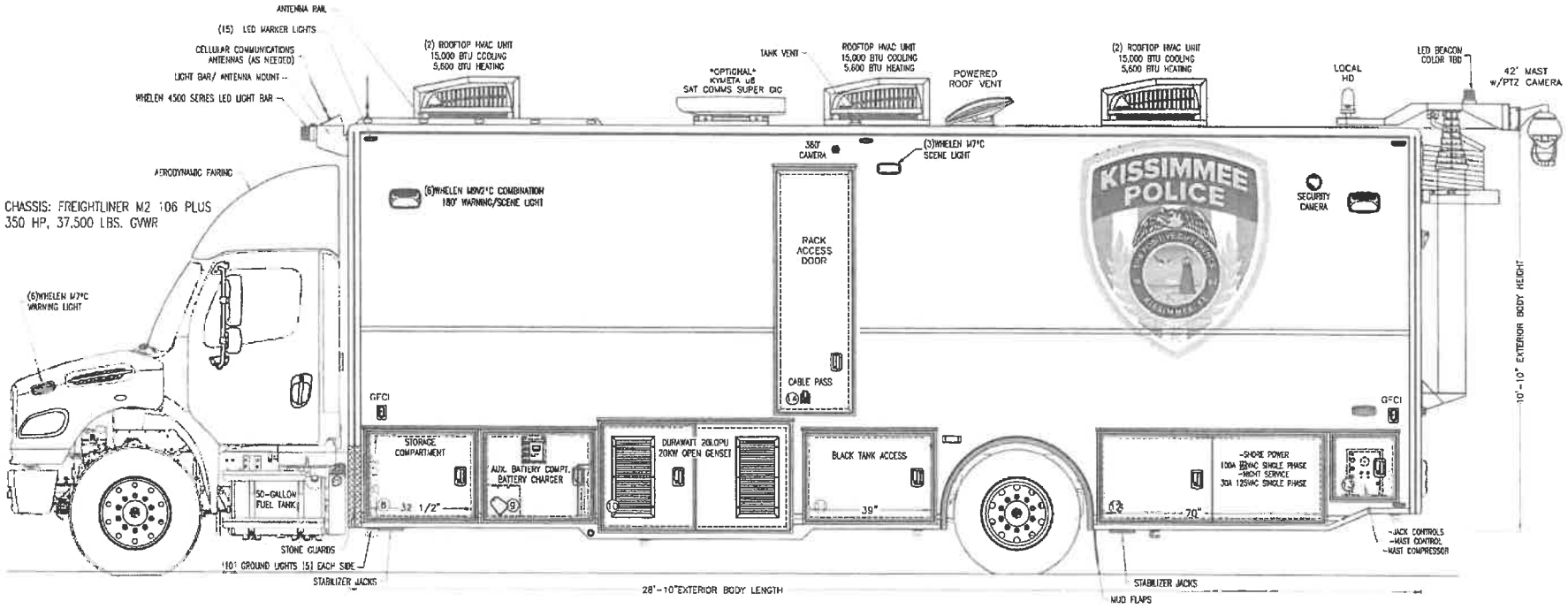
210 TECH DRIVE
SANFORD, FL 32771

www.MBFIndustries.com

P: 407-323-9414
F: 407-330-2068

DRAWING NUMBER:	JL-15357
DRAWING TYPE:	PROPOSAL
DATE:	6/19/2025
VEHICLE TYPE:	FREIGHTLINER M2 106 PLUS
TITLE:	KISSIMMEE PD MCC/ HNT
VIEW:	CURB SIDE ELEVATION
DRAWN BY:	JEL
SCALE:	NTS
SIZE:	B
SHEET:	1 OF 5

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PRELIMINARY PROPOSAL DRAWING

*All dimensions are approximations.

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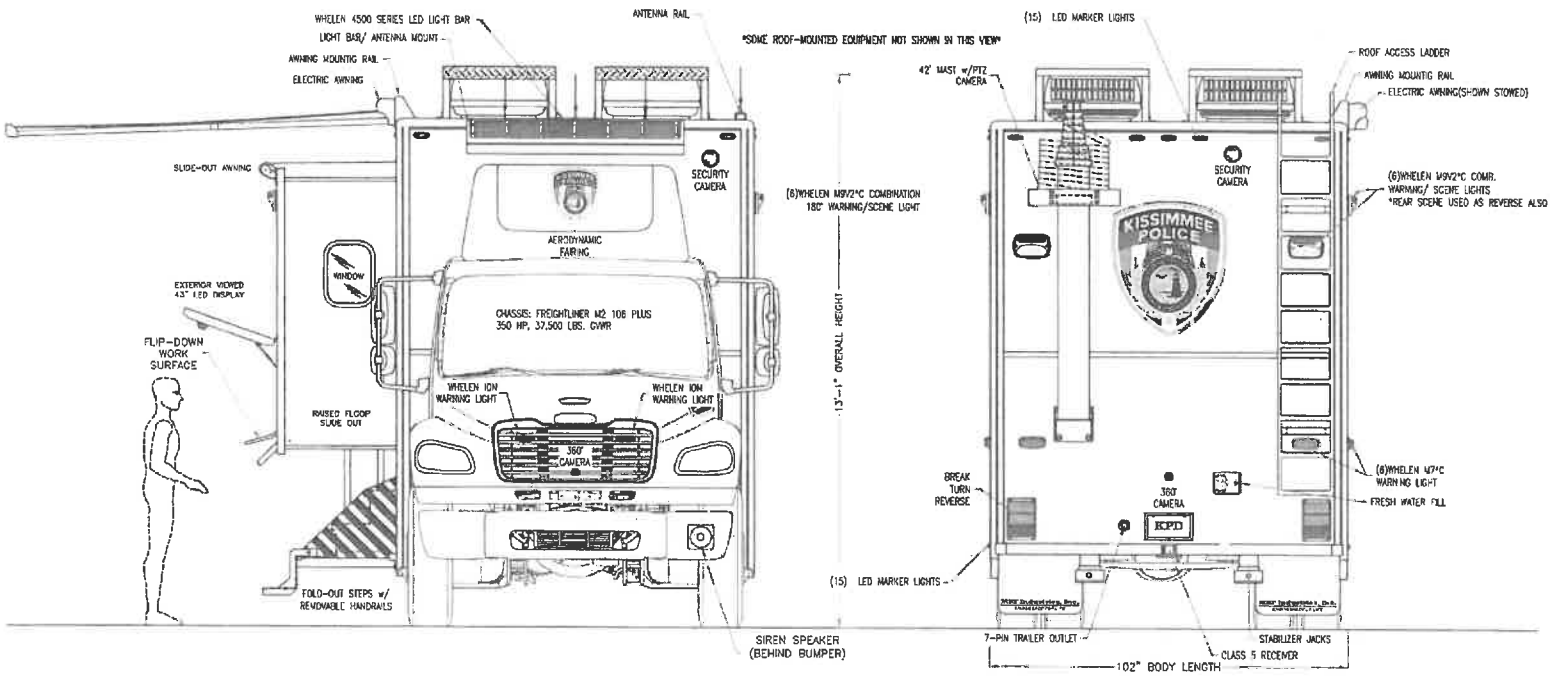
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P: 407-323-9414
F: 407-330-2068

DRAWING NUMBER:	JL-15357
DRAWING TYPE:	PROPOSAL
DATE:	6/19/2025
VEHICLE TYPE:	FREIGHTLINER M2 106 PLUS
TITLE:	KISSIMMEE PD MCC/ HNT
VIEW:	STREET SIDE ELEVATION
DRAWN BY:	JEL
SCALE:	NTS
SIZE:	B
SHEET:	2 OF 5

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PRELIMINARY PROPOSAL DRAWING

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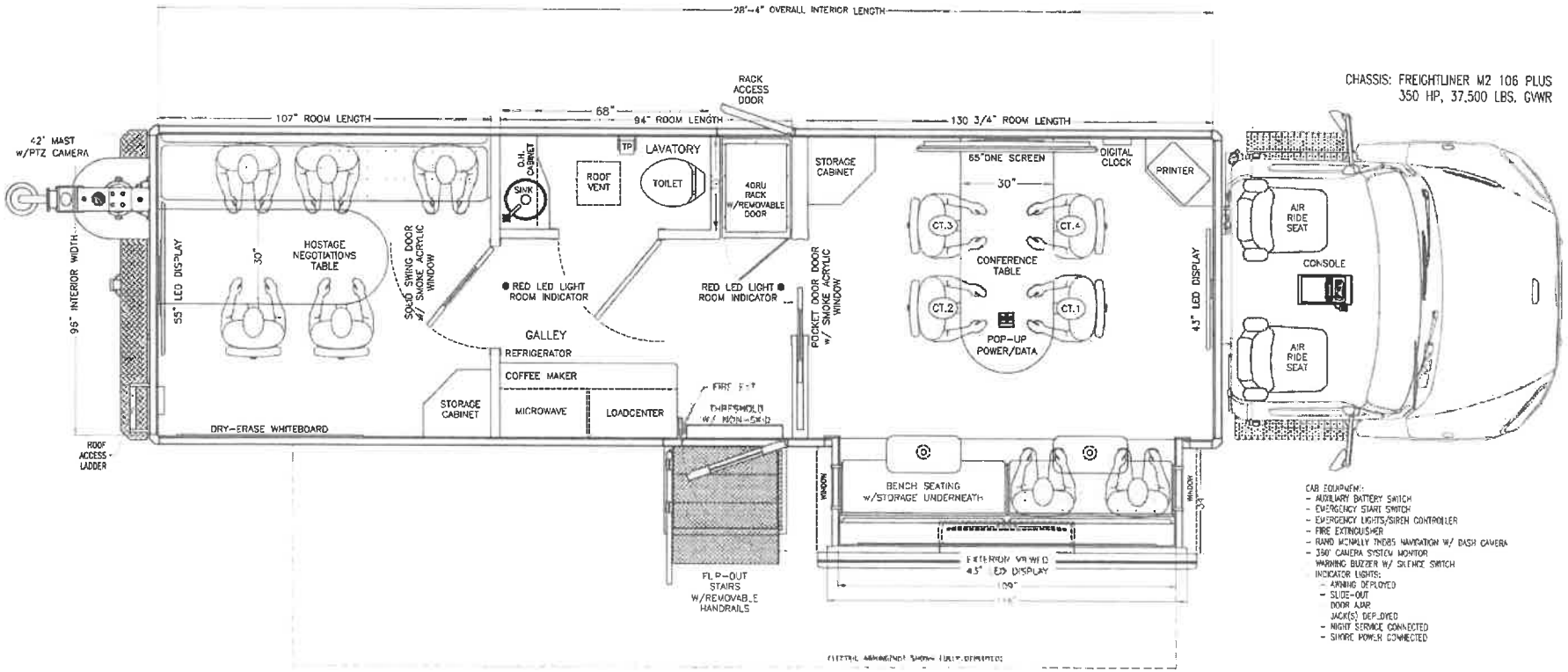
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SANFORD, FL 32771
www.MBFIndustries.com
P: 407-323-9414
F: 407-330-2068

DRAWING NUMBER:	JL-15357	TITLE:	KISSIMMEE PD MCC/ HNT
DRAWING TYPE: PROPOSAL	DATE: 6/19/2025		
VEHICLE TYPE:	FREIGHTLINER M2 106 PLUS	VIEW:	FRONT & REAR ELEVATIONS
DRAWN BY:	JEL	SCALE:	NTS
SHEET:	3 OF 5	SIZE:	B

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PRELIMINARY PROPOSAL DRAWING

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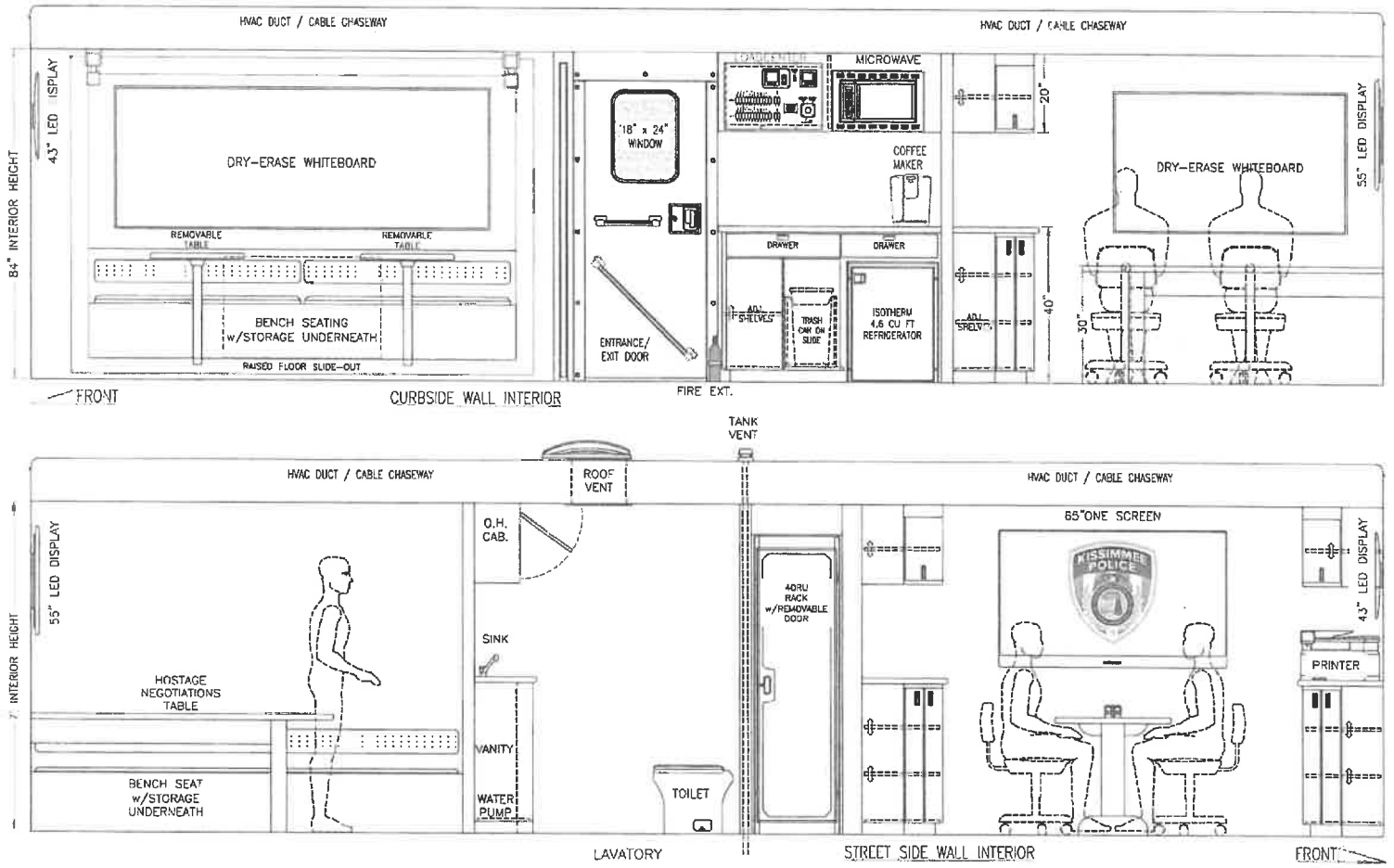
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SANFORD, FL 32771

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DRAWING NUMBER:	JL-15357
DRAWING TYPE:	PROPOSAL
DATE:	6/19/2025
VEHICLE TYPE:	FREIGHTLINER M2 106 PLUS
TITLE:	KISSIMMEE PD MCC/ HNT
VIEW:	FLOOR PLAN
DRAWN BY:	JEL
SCALE:	NTS
SIZE:	B
SHEET:	4 OF 5



PRELIMINARY PROPOSAL DRAWING

*All dimensions are approximations.

MBF Industries, Inc.

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210 TECH DRIVE
SANFORD, FL 32771

www.MBFIndustries.com

P: 407-323-9414
F: 407-330-2068

DRAWING NUMBER:	JL-15357	TITLE:	KISSIMMEE PD MCC/ HNT
DRAWING TYPE: PROPOSAL	DATE: 6/19/2025		
VEHICLE TYPE:	FREIGHTLINER M2 106 PLUS	VIEW:	INTERIOR ELEVATIONS
DRAWN BY:	JEL	SCALE:	NTS
SHEET:	5 OF 5	SIZE:	B

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MBF Industries, Inc.

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Quotation
Kissimmee Police Department
Mobile Command Center

July 2, 2025

Presented to:

Lieutenant Charles Willdigg
Kissimmee Police Department
8 N. Stewart Ave.
Kissimmee, FL. 34741
407-847-0176

Price, per unit:

Mobile Command Center — Total Price $816,186.00
Per Specifications
Drawing Number: #JL-15357 Drawing Date: 06/19/2025
FOB Sanford, FL

Proposal Includes:

- Cost quotation
- Per attached drawings
- General & chassis specifications

Terms of Sale:

- Net 30 Days
- Price honored for 90 days

Warranty:

- MBF Conversion: 2 yr./Unlimited miles
- MBF Body: Lifetime Warranty/Unlimited miles
- Body Components: 5 yrs./Unlimited miles
- Chassis: By manufacturer

Submitted by:
Carrie Keaton
Specialty Vehicle Consultant
407-323-9414 Ext 114
Carrie@mbfindustries.com

MBF Industries, Inc.

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Why MBF?

1. **Our Re-Mountable Body©:** MBF has designed and built the Re-Mountable Body© for over two decades. The MBF body components have a 30+ year life span with a ten year warranty and the MBF All Aluminum Body has a **Lifetime** structural warranty; the commercial chassis will likely wear out before the body. With a Re-Mountable Body© the chassis can be replaced, rather than discarding the whole vehicle, saving the customer tens or even hundreds of thousands of dollars. This is likely the reason why many of our competitors have tried to adopt this method of construction, but have not implemented into their standard construction practice or in many cases have actually done it.

2. **Materials:** Because MBF manufactures a Re-Mountable Body©, we use up to 30% more material than other builders and still provide our customers with competitive pricing. We overbuild our products for the simple reason that it costs far more to fix it in the field, than the extra time and material it takes to manufacture it here in our plant.

3. **Attention to Details:** Fancy websites, photos, certifications and videos do not qualify a builder to provide a quality product. The proof comes from years of customer satisfaction and brand loyalty. 55% of our business is repeat customers, and 98% of our vehicles are still with their original owners. We are a company made up of craftsmen, not a production line. Each department has highly skilled craftsmen to ensure the highest quality and longest lasting vehicles are produced. Every detail of your vehicle is meticulously engineered, fabricated, integrated and tested for quality assurance, plus it is backed by one of the best standard warranties in the industry.

4. **Technology:** MBF has a very long history of utilizing advanced technology within our vehicles. We continue to invest time and resources, to ensure our staff is always current with the latest advances in communication systems as well as design and in-action operability. We have a long standing relationship with the top brands in the communication industry and have established significant buying power through the years. We offer three ways of completing your technology package and delivering the vehicle to your specifications.

- MBF takes your design and specifications and installs the specific items to manufacturer specifications. MBF gladly performs this service; however, we do not back the systems functionality or any equipment warranty issues beyond the installation.
- MBF engineers and designs a complete system based on what you want it to do. Often times we find this to be more cost effective and offer more functionality for future expansion. We also back the system and facilitate all warranty issues should they occur.
- MBF works with you to develop a system using your specified items and helps you make informed decisions about the capabilities and parameters in which you want the vehicle to function. Our engineers will design the technology package with your specified equipment and create a synergistic system that is both functional and cost efficient. We also back the system and facilitate all warranty issues should they occur.

5. **Hands-On:** With everyone telling you they are the best builder with the best price and provide paperwork, drawings and photos, we say, there is no better way to make an educated decision than to actually meet the people, see the products and manufacturing techniques. This is a large purchase, and we want all our customers to have the opportunity to be well educated in their buying decision. For that reason, MBF has created the Fly-In program. MBF will take care of all your travel expenses and accommodations for up to three people for two days. We know the value of your comfort level and the assurance of building quality vehicle by those who are supplying it. These reasons and many more are why MBF has the reputation of a valued builder to our industry and our past clients.

We thank you for taking the time to research MBF and the quality products we offer.

Please call us with any questions on how we can serve you and build your next specialty vehicle.

MBF Industries, Inc.

ENGINEERED FOR LIFE

Thank You!

We appreciate your interest in selecting MBF as a possible supplier to build your specialty vehicle. We are dedicated to making your building process a positive experience for all involved, from start to finish and beyond. During the process you will have the ability to check status, request production photos and have contact with those directly involved with the construction of your vehicle.
Again, we thank you for contacting MBF, and if you have any question please do not hesitate to contact us.

Sincerely,

Team MBF

Frontline Communications

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Sorry for the delay, the unit with the lavatory is $1,114,125.00. The unit without the lavatory is about $20k less.

Anthony Autorino
Sales Representative | **Ten-8 Fire & Safety**
phone: 863-581-1782
aautorino@ten8fire.com | Ten8Fire.com

Celebrating 40 years of "In service to serve you!"
1985-2025

From: Charles Willdigg <CHARLES.WILLDIGG@kissimmee.gov>
Date: Thursday, August 28, 2025 at 1:25 PM
To: Autorino, Anthony <aautorino@ten8fire.com>
Subject: Re: Kissimmee PD Frontline Command

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.
Good afternoon, I do not remember seeing a quote. Is there a way we can get one for the drawing. I know it's been a while and some things may have changed.

Thanks!

Get Outlook for iOS

From: Charles Willdigg
Sent: Monday, August 4, 2025 1:45:24 PM
To: Autorino, Anthony <aautorino@ten8fire.com>
Subject: RE: Kissimmee PD Frontline Command

Also, do you know if a CDL is required to drive this?

Thanks!

Outlook

Re: Kissimmee PD Frontline Command

From Charles Willdigg <CHARLES.WILLDIGG@kissimmee.gov>
Date Fri 8/29/2025 9:05 AM
To Autorino, Anthony <aautorino@ten8fire.com>

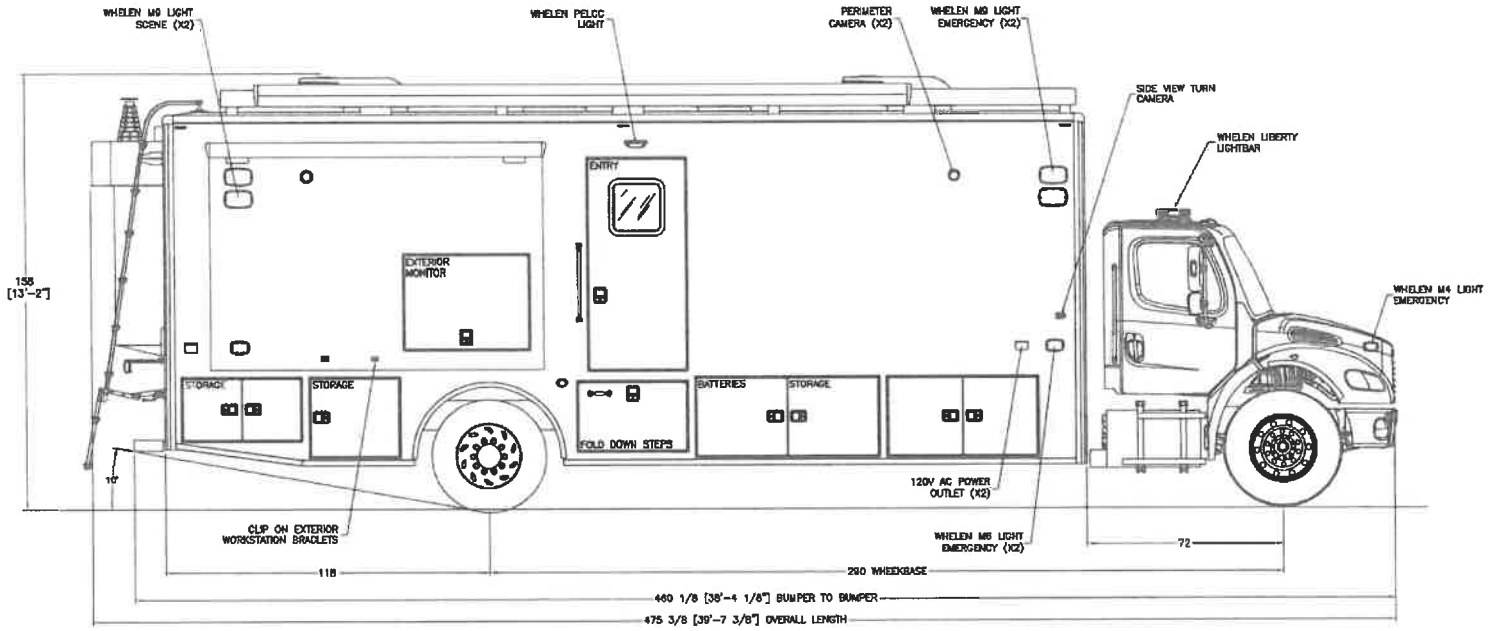
Thank you!

Lieutenant Charles Willdigg
Professional Standards Section
Crisis Negotiation Team Deputy Commander
Kissimmee Police Department

8 N. Stewart Avenue
Kissimmee, Florida 34741
407-847-0176 ext. 3160



From: Autorino, Anthony <aautorino@ten8fire.com>
Sent: Friday, August 29, 2025 8:13 AM
To: Charles Willdigg <CHARLES.WILLDIGG@kissimmee.gov>
Subject: Re: Kissimmee PD Frontline Command



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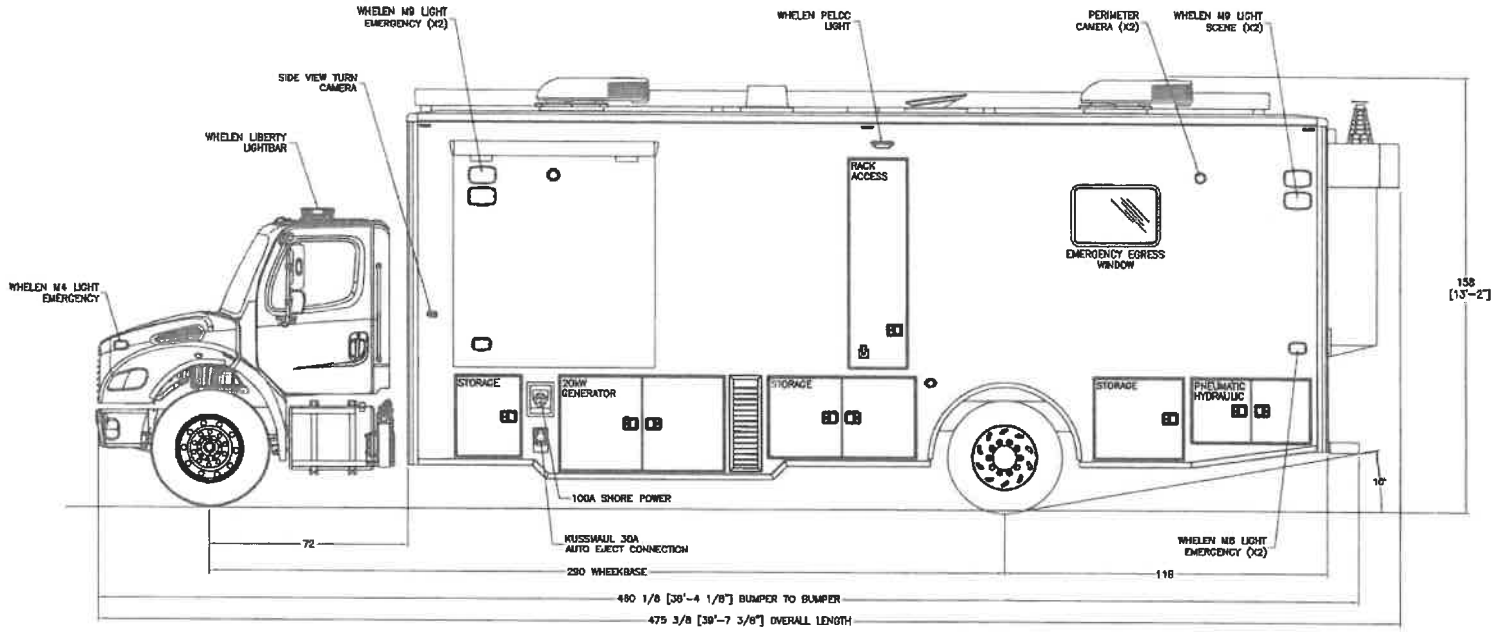
BID # 000
REP: Andy Callaway - Frontline Communications
DEALER: Ten-8

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FRONTLINE COMMUNICATIONS

Kissimmee PD
Mobile Command Unit
C-38 X-2 - M2-106

DRAWN	DATE	SIZE	DWG NO.	REV
MRS	7/21/25	B	P2025-78	A
SHEET 1 OF 6	NOT TO SCALE			



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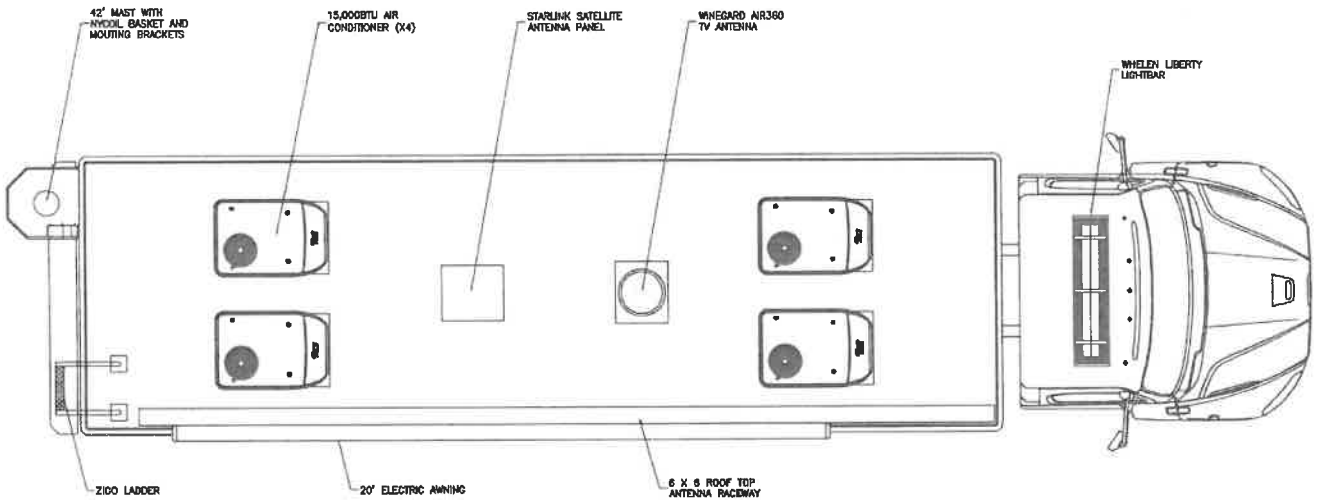
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FRONTLINE COMMUNICATIONS

DRAWN	MRS	DATE	7/21/25
SHEET	2 OF 6		NOT TO SCALE

Kissimmee PD
Mobile Command Unit
C-38 X-2 - M2-106

SIZE	DWG NO.	REV
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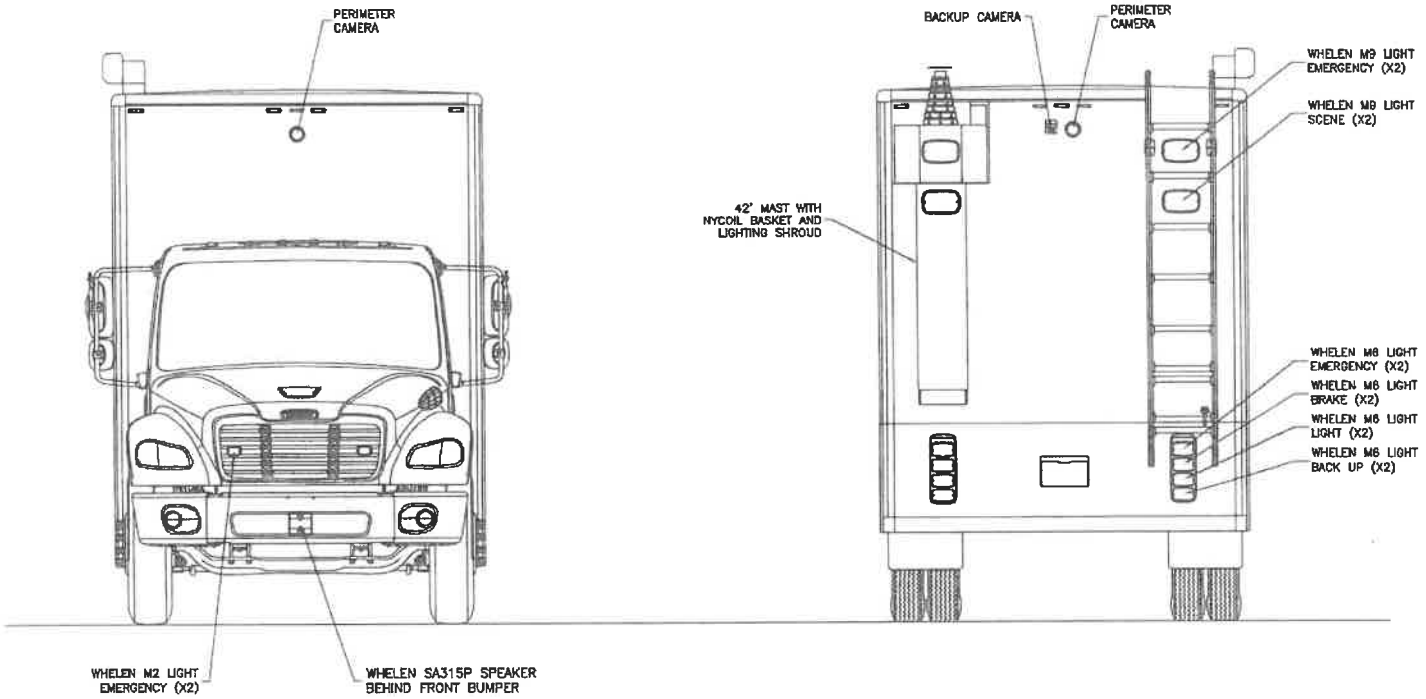
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Kissimmee PD
Mobile Command Unit
C-38 X-2 - M2-106

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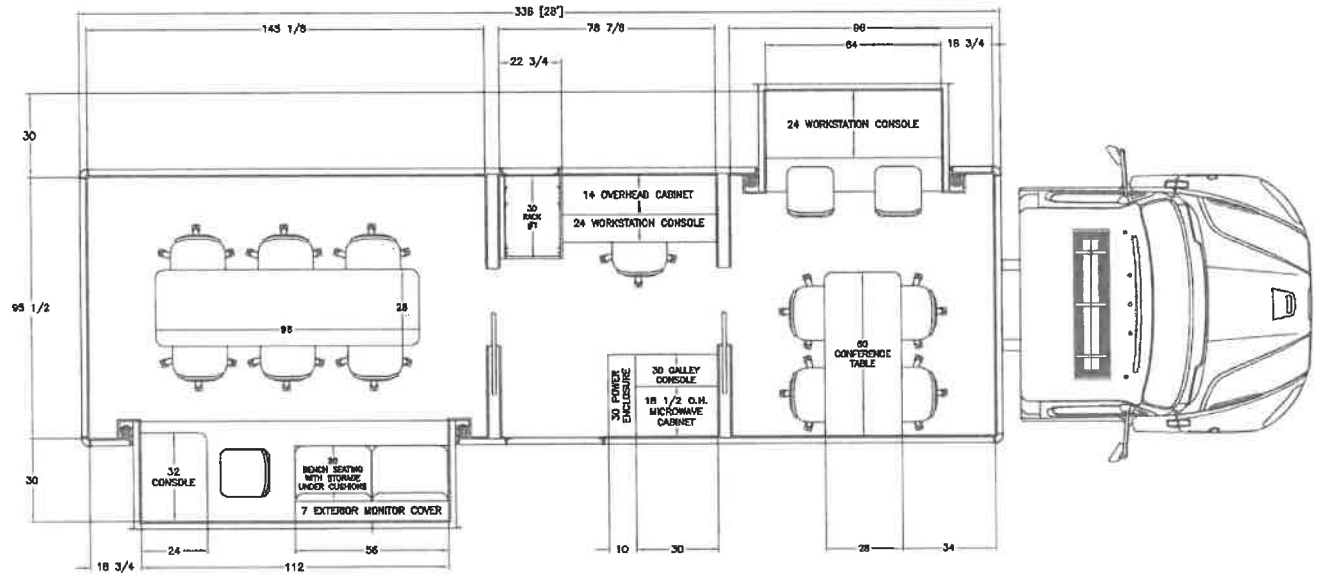
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FRONTLINE COMMUNICATIONS

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SHEET	4 OF 6		NOT TO SCALE

Kissimmee PD
Mobile Command Unit
C-38 X-2 - M2-106

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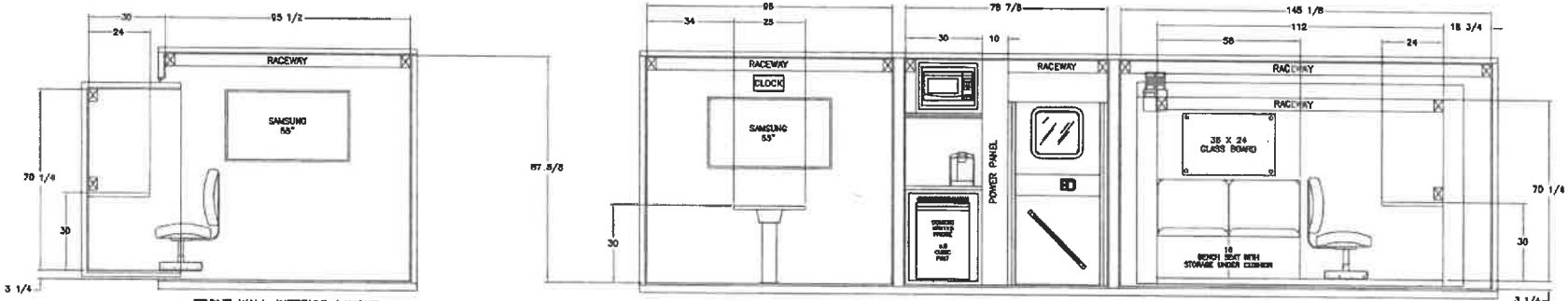
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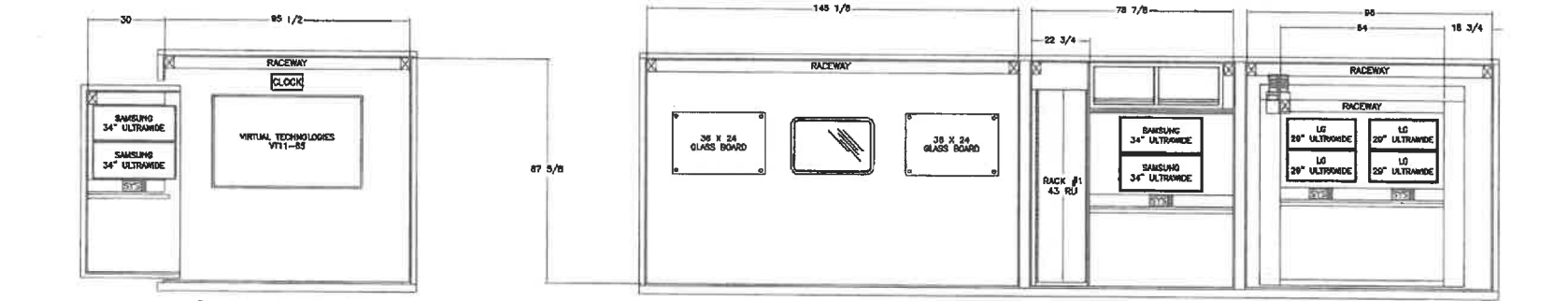
Kissimmee PD
Mobile Command Unit
C-38 X-2 - M2-106

DRAWN	DATE	SIZE	DWG NO.	REV
MRS	7/21/25	B	P2025-78	A
SHEET 5 OF 6	NOT TO SCALE			



FRONT WALL INTERIOR LAYOUT

RIGHT SIDE INTERIOR LAYOUT



REAR WALL INTERIOR LAYOUT

LEFT SIDE INTERIOR LAYOUT

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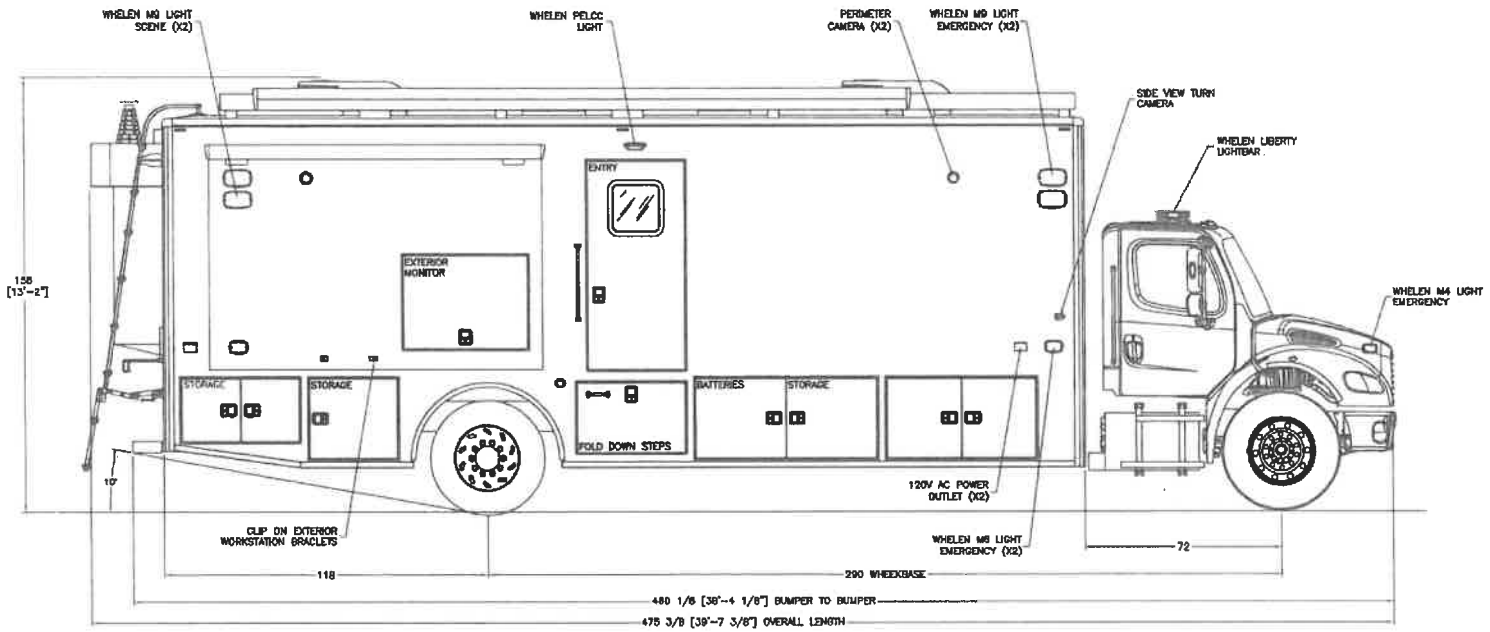
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Kissimmee PD
Mobile Command Unit
C-38 X-2 - M2-106

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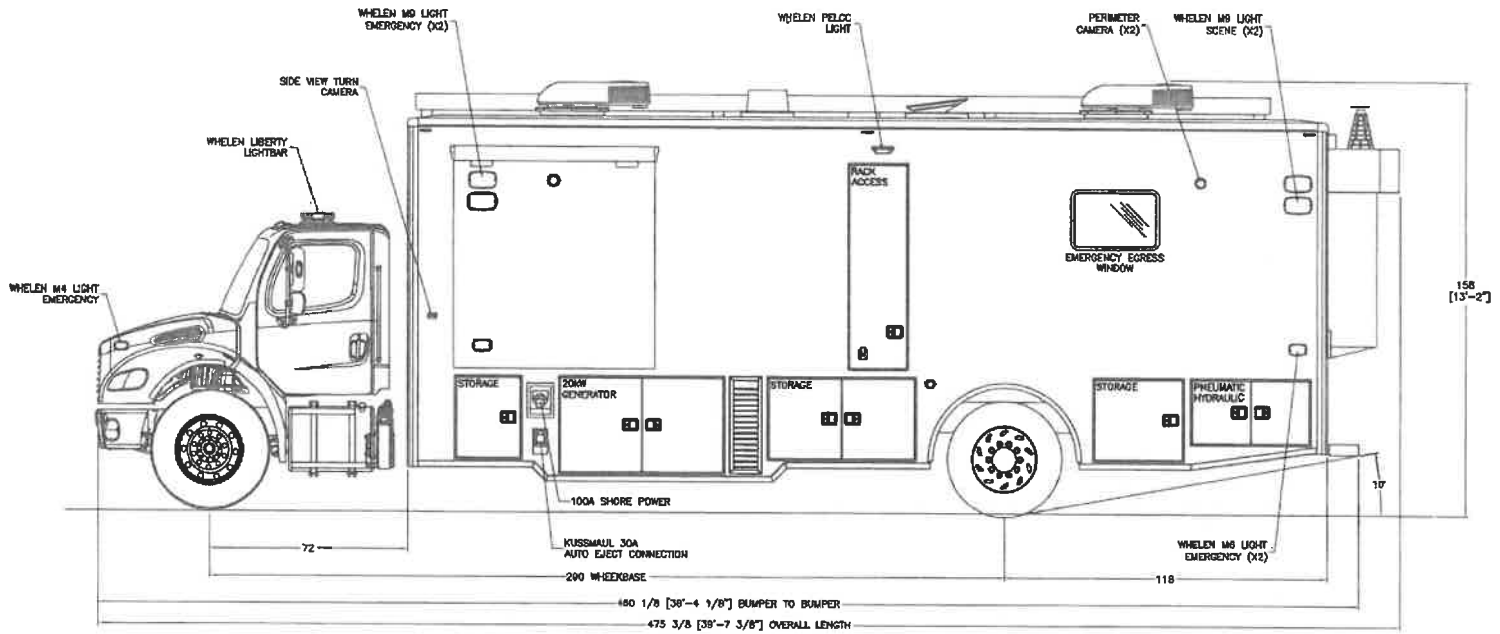
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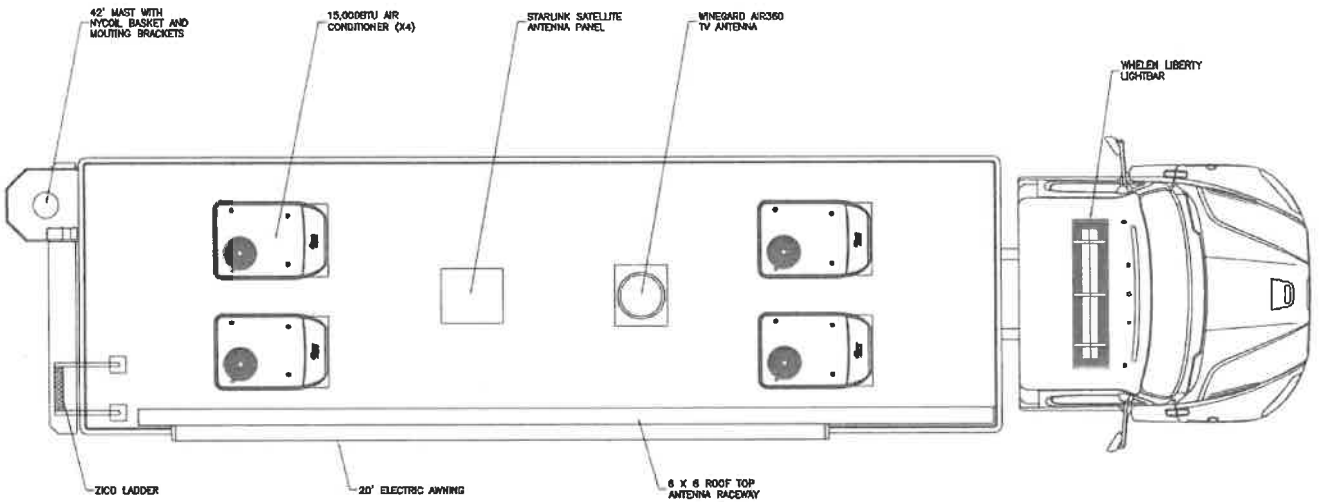
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Kissimmee PD
Mobile Command Unit
C-38 X-2 - M2-106

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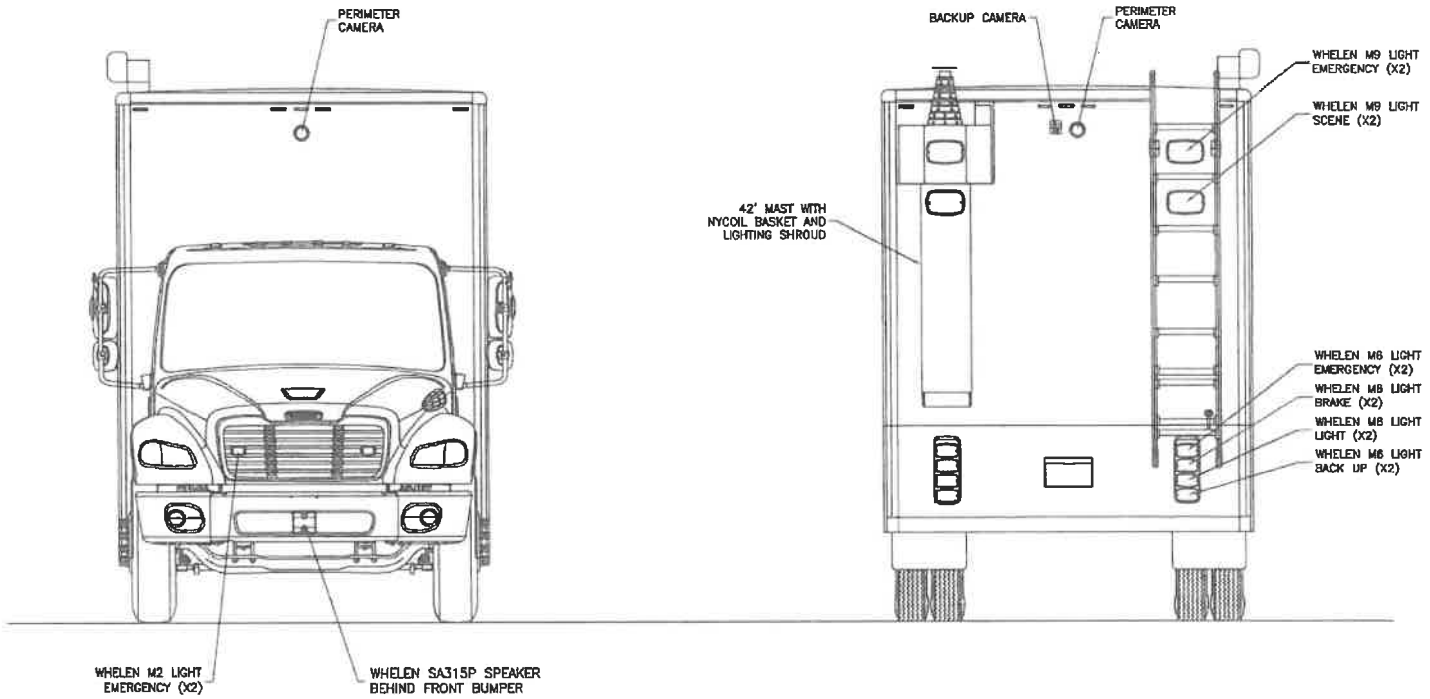
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Kissimmee PD
Mobile Command Unit
C-38 X-2 - M2-106

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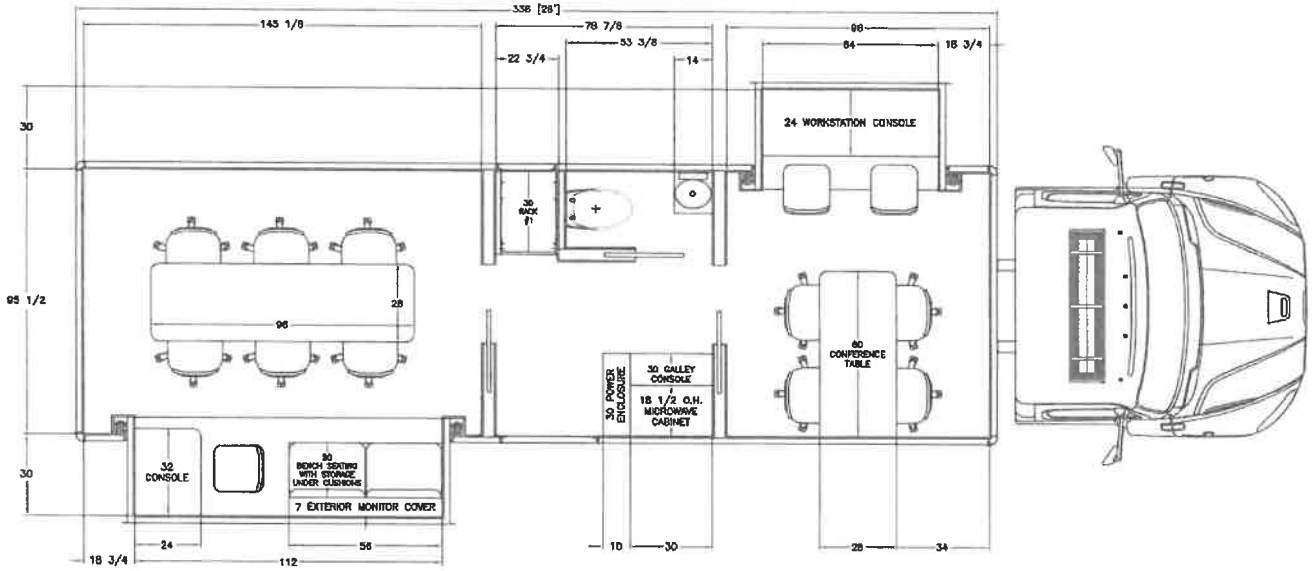
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Kissimmee PD
Mobile Command Unit
C-38 X-2 - M2-106



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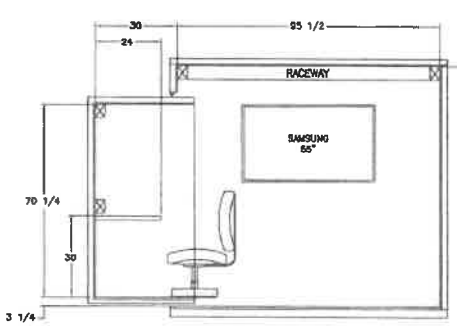
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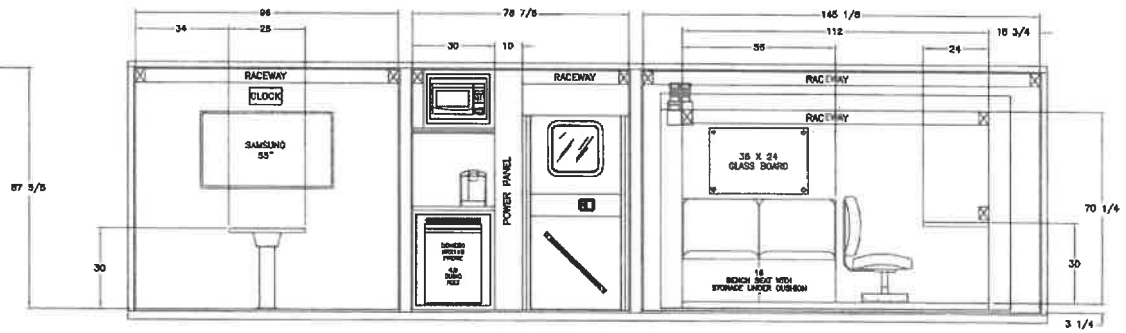
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Kissimmee PD
Mobile Command Unit
C-38 X-2 - M2-106

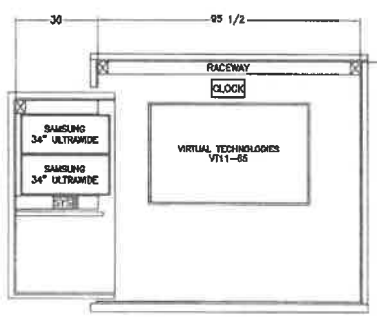
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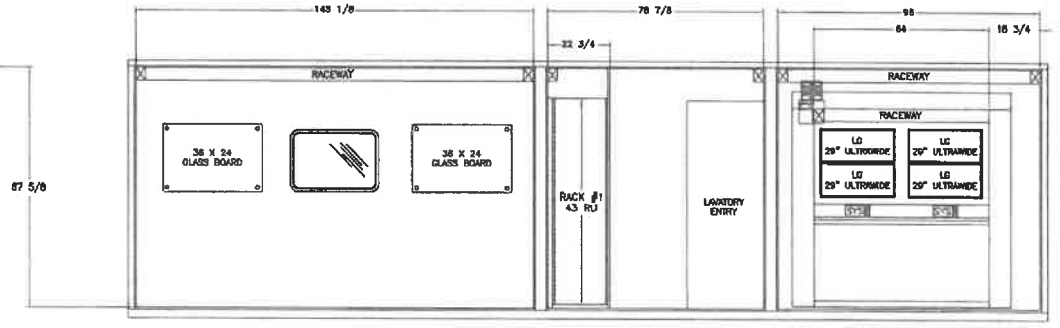
FRONT WALL INTERIOR LAYOUT



RIGHT SIDE INTERIOR LAYOUT



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Kissimmee PD
Mobile Command Unit
C-38 X-2 - M2-106

SIZE	DWG NO.	REV
B	P2025-77	A

Emergency Vehicles Inc.

EVI

Outlook

Re: Quotation-Line Sheet - Mobile Command Unit - EVI

From Charles Willdigg <CHARLES.WILLDIGG@kissimmee.gov>
Date Wed 9/10/2025 4:58 PM
To Lee Potter <lee@evi-fl.com>

Got it, I will review it tomorrow. Thank you!

Lieutenant Charles Willdigg
Professional Standards Section
Crisis Negotiation Team Deputy Commander
Kissimmee Police Department

8 N. Stewart Avenue
Kissimmee, Florida 34741
407-847-0176 ext. 3160





From: Lee Potter <lee@evi-fl.com>
Sent: Wednesday, September 10, 2025 2:46 PM
To: Charles Willdigg <charles.willdigg@kissimmee.gov>
Subject: Quotation-Line Sheet - Mobile Command Unit - EVI

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 Lt. Willdigg,

Attached to this email is the quotation-line sheet on the new Mobile Command Vehicle for the Kissimmee Police Department.

The EVI H-GAC price of the unit per the quotation-line sheet is $1,005,690.00 FOB Kissimmee, FL. Price does include delviery and vehicle familiarization of the unit in Kissimmee.

I have turned the folder into our CAD department to have a full set of drawings worked up that I will send you once they have them completed, but wanted to send this to you first.

I do want to point out a few items that EVI provides that exceed what Frontline specified. First, the EVI warranties - 20-year structural warranty vs 10-year, 10-year paint warranty vs 5-year and 5-year electrical vs 2-year. Also, EVI does not use any wood in the construction of our bodies. I also specified a Cummins L9 w/360 HP vs Cummins B6.7 w/300 HP.

Let me know if you have any questions during your review of the line sheet.

Lastly, I invite you and other members of the Kissimmee Police Department to come down to view our facility as well other command units in production here at the plant.

Thank you,

Lee Potter

Regional Sales Manager
Emergency Vehicles, Inc. | **www.evi-fl.com**
705 13th Street | Lake Park, FL 33403-2303
(cell) 561-685-0077 | Lee@evi-fl.com
(direct) 561-335-3376 | (toll free) 800-848-6652 x206 | (fax) 561-848-6658
Please click here to review EVI on Google!

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Please consider the environment before printing this email.

QUOTATION

Emergency Vehicles, Inc.

Kissimmee Police Department
Lt. Charles Willdigg
8 N. Stewart Avenue
Kissimmee, FL 34741
407-847-0176 Ext. 3160
charles.willdigg@kissimmee.gov

Quote No: KISSIMMEE_PD-0001
09/10/2025

PART NO	QTY	DESCRIPTION
		== FREIGHTLINER M2 106 | 2 DOOR CHASSIS ==
AG-02-0188	1	2026 FREIGHTLINER M2 106 | 2 DOOR, SINGLE AXLE CHASSIS CAB: -- 2-Door Conventional -- 106" BBC (Bumper to Back of Cab) GVWR: -- 34,200 Pounds WHEELBASE: -- 312" CAB-TO-AXLE: -- 246" FRAME: -- 100" Frame Overhang (AF) -- Steel Channel | 11/32" x 3-1/2" x 10-15/16", 120KSI -- 1/4" Inner Frame Reinforcement FRONT BUMPER: -- Three-Piece 14" Chromed Steel with Collapsible Ends -- (2) Frame-Mounted Front Tow Hooks FRONT AXLE: -- 13,200 Pound Rating | Front Oil Seals -- Bonded Rubber Spring Pin Bushings -- 16.5x5 Q+ Cast Spider Cam Front Brakes, Double Anchor, Fabricated Shoes -- Fire and Emergency Severe Service, Non-Asbestos Front Lining -- Cast Iron Front Brake Drums -- Automatic Front Slack Adjusters -- Synthetic 75W-90 Front Axle Lube REAR AXLE: -- 21,000 Pound Rating, R-Series Single Axle -- 5.22 Rear Axle Gear Ratio -- 16.5X7 Q+ Cast Spider Cam Rear Brakes, Double Anchor, Fabricated Shoes -- Fire and Emergency Severe Service Non-Ssbestos Rear Brake Lining -- Rear Oil Seals -- Automatic Rear Slack Adjusters -- Synthetic 75W-90 Rear Axle Lube REAR SUSPENSION: -- 21,000 Pound Rear Airliner Suspension With Chain Clearance -- High Position Ride Height -- Manual Dump Valve For Air Suspension With Indicator Light, Without Gauge -- Dual Air Rear Suspension Leveling Valves -- Rear Shock Absorbers - One Axle (Air Ride Suspension) SHOCKS: -- Heavy Duty Front and Rear STEERING: -- Power Hydraulic Assist -- Four Spoke 18" Steering Wheel -- Adjustable Tilt/Telescoping Steering Column

PART NO	QTY	DESCRIPTION
		BRAKES: -- Anti-Lock Braking System with Traction Control -- Full Air | Cam Type | Dual System -- Cummins 18.7 CFM Air Compressor -- (2) Steel Air Brake Reservoirs -- BW DV-2 Drain Valves -- Automatic Slack Adjusters -- Wabco 1200 Heated Air Dryer -- Petcock Drain Valves on all Air Tanks PARKING BRAKE: -- MGM TR Parking Chambers (Axle Cam) ENGINE: -- Cummins L9 Turbo Diesel - EV -- 360 Horsepower @ 2000 RPM -- 1150 Lb/Ft @1300 RPM -- Cummins Exhaust Brake Integral w/Variable Geometry Turbo w/Tail Light Activation -- Cummins Full Flow / Bypass Oil Filter -- Engine Speed Control (Set @ 1400 RPM) -- Heavy Duty Engine Cooling -- Coolant Recovery System -- Air Driven On/Off Fan Drive -- Automatic Fan Control without Dash Switch -- Air Intake EXHAUST: -- RH Horizontal Muffler/Exhaust -- Engine After Treatment Device -- Automatic Over the Road Regeneration -- Dash Mounted Regeneration Request Switch -- 6-Gallon Diesel Exhaust Fluid Tank, Mounted Next to Fuel Tank on Drivers Side TRANSMISSION: -- Allison 3000EVS | 6-Speed Automatic w/Auto Neutral -- Push Button Electric Shift Control - Dash Mounted -- Vehicle Interface Wiring and PDM -- Body Builder Connector - Back of Cab -- PTO Provisions -- Transmission Oil Check and Fill with Electronic Oil Level Check -- Synthetic Transmission Fluid (TES-295 Compliant) DRIVE SHAFT: -- Spicer Heavy Duty Tubular FUEL TANK: -- 50-Gallon Capacity Short Rectangular (Aluminum) - LH Side -- 50 Gallon Rectangular (Aluminum) - RH -- Fuel Tank(s) Forward -- Polished Fuel Tanks Finish -- High Temperature Reinforced Nylon Fuel Lines -- Aux. Fuel Pick Up and Return - LH Tank -- Heated Fuel/Water Separator with Primer Pump ELECTRICAL SYSTEM: -- Delco 12V Starter with Integrated Magnetic Switch -- Engine Warning System Buzzer and Light -- Warning Alarms: Low Oil | Low Water | High Water Temperature -- Tail Light Connector - Back of Cab -- 87 dB to 112 dB Automatic Self-Adjusting Backup Alarm ALTERNATOR: -- 300 Amp 40-SI QuadraMount Pad Alternator w/Remote Battery Voltage Sensor BATTERIES: -- (2) Group 31, 12-Volt Maintenance-Free 2000 CCA (Total) -- Single Battery Box LH - Frame Mounted Under Cab -- Disconnect: Positive Load, Cab Mounted Control Switch, Outboard Driver Seat HORNS: -- Dual Electric

PART NO	QTY	DESCRIPTION
		HOOD: – 1-Piece Moulded Fiberglass – Tilting Hood and Fenders – Chrome Front Grille – Non-Removable Bug Screen Mounted Behind Grille CAB GLASS: – Tinted Safety Glass - All Windows – Omit Rear Cab Windows MIRRORS: – 7" X 16" Stainless Steel/Heated – LH/RH Remote Control – 102" Wide Mirror Spacing – 8" LH/RH Bright Finish Convex GAUGES: – Driver and Center Instrument Panel – Tachometer with Hourmeter – Speedometer – Odometer – Fuel Level – Voltmeter – Transmission Temperature Gauge – Engine Coolant Temperature – Engine ECM Customer Access – Dual Air Pressure – Air Restriction Indicator WIPERS: – Electric Wipers and Washers – Intermittent Wiper Switch PAINT COLOR: – White - Premium #L0006EY – Base Coat/Clear Coat ENVIRONMENTAL: – Cab Air Conditioning – Heavy Duty Heater – Windshield Defroster CAB SEATING: – Premium High Back Air Suspension Driver Seat With 3 Chamber Air Lumbar, Integrated Cushion Extension, Forward and Rear Cushion Tilt, Adjustable Shock Absorber – Premium High Back Air Suspension Passenger Seat With 3 Chamber Air Lumbar, Integrated Cushion Extension, Forward and Rear Cushion Tilt, Adjustable Shock Absorber – Dual Driver and Passenger Seat Armrests – Black Modura Seat Covering – 3-Point High Visibility Orange Retractor Type Seat Belts CAB TRIM/COLOR: – Carbon w/Base Black Accent – Black Floor Mats with Insulation TIRES: – Michelin; 11R22.5; 14-Ply – (2) Front | Highway Tread XZE2 – Michelin; 12R22.5; 14-Ply – (4) Rear | Traction Tread XDN2 WHEELS: – Alcoa 22.5 X 8.25, Polished Aluminum, Outside of Outer Wheels MISCELLANEOUS: – LH/RH NFPA Exterior Grab Handles – LH/RH Yellow Interior Cab Grab Handles – Leaf Spring Rear Cab Suspension – AM/FM/WB Radio with Bluetooth and Front Auxiliary Input – (2) Radio Speakers in Cab – Self-Canceling Turn Signal Switch with Dimmer – Integral Headlight Beam 4-way Flasher

PART NO	QTY	DESCRIPTION
		-- Day Time Running Lights -- Cigarette Lighter + USB / USB-C Chargers -- Dual Interior Sun Visors -- LED Head Light Assembly -- Wiring with Separate Stop/Turn Wires to 4-Feet Beyond End of Frame -- Forward Roof Mounted Console with Upper Storage Compartment -- (2) Cup Holders - LH/RH Dash -- Power Windows and Door Locks -- (1) Owner's Manual Booklet CHASSIS WARRANTY: -- Two (2)-Year/Unlimited Miles Freightliner M2 Chassis Warranty -- Two (2)-Year/100,000 Mile Cummins Engine Warranty -- Five (5)-Year/Unlimited Miles Allison Transmission Warranty
		==30-FT MOBILE COMMAND CENTER SINGLE AXLE ==
BA-00-0000	1	CHASSIS PREPARATION - GENERAL
BA-00-0030	1	TRANSMISSION INTERLOCK SYSTEM -- To prevent the vehicle from going into gear with the following deployed: -- Leveling system -- Slide-out rooms -- Awning -- Rear tower -- To include a hidden override switch in the engine compartment
BB-00-0000	1	CHASSIS FRAME RAIL PREPARATION
BB-02-0110	30	FRAME RAIL TORQUE BOX - 8" RISE (LIN FT)
BB-20-0000	1	QUADRA MFG. BIG FOOT #QE-2 VEHICLE LEVELING SYSTEM Includes: -- Warning light in cab Foot Pad: -- 14" O.D. x 3/8"
IC-00-2000	1	|-- LEVELING SYSTEM VISUAL & AUDIBLE ALARM
BB-50-0100	1	EXHAUST PIPE MODIFICATION -- To left side of body
BE-00-1705	2	ENGRAVED LABEL - ULTRA LOW SULFUR DIESEL FUEL ONLY
BE-00-1715	1	ENGRAVED LABEL - DEF FLUID ONLY
BF-05-0500	1	REAR STEP AND BUMPER ASSEMBLY -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements
BG-00-1000	1	PAIR REAR BLACK RUBBER WHEEL MUD FLAPS
BH-06-0500	1	SET CHROME HUBS & NUTS W/ AIR INFLATION & WRENCH KIT - 19.5" MED/ 22.5" HVY DUTY
C0-01-0000	1	ALL ALUMINUM MODULAR BODY
CA-BC-3000	1	MODULE BODY PACKAGE | 30-FT WALK-IN
CA-BD-0020	1	|-- MODULE BODY LENGTH - 360" O.D.
CA-BD-0040	1	|-- MODULE BODY WIDTH - 100" O.D.
CA-BD-0060	1	|-- MODULE BODY COMPARTMENT HEIGHT - VARIES
CA-BD-0080	1	|-- MODULE BODY HEADROOM (WALK-IN) - 86"
CA-CC-3000	1	|-- DIAMOND PLATE MODULE ROOF - NON SKID / NFPA -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements
CA-CE-0040	1	|-- MODULE FRONT WALL - SMOOTH PAINTED
CB-75-0000	1	|-- SET STONE GUARDS

PART NO	QTY	DESCRIPTION
CA-CF-0020	1	|-- EXTERIOR SHEETING - 1/8" THICKNESS
CA-CG-0020	1	|-- SET ROUNDED BODY VERTICAL CORNERS
CA-CG-1020	1	|-- DRIP RAIL PACKAGE
CA-CG-2040	1	|-- PAIR PAINTED EXTERIOR WHEELWELL PANELS
CA-CG-3020	1	|-- REAR DIAMOND PLATE KICK PANEL -- Lower 5" of module body
CC-BC-3000	1	|-- LOWER BODY RUB RAILS - "C" CHANNEL Scotchlite Stripe Color: -- To be determined
CJ-BB-3000	1	|-- BODY INSTALLATION
CC-00-3501	1	SIDE ENTRY DOOR(S) WITH #400 LATCH
CC-00-5600	1	|-- ENTRY DOOR PADDLE HANDLE STAINLESS STEEL (S)
CC-05-0006	1	|-- MODULE ENTRY DOOR GRAB RAIL(S) | KNURLED ONE-PIECE - STAINLESS STEEL Location: -- Interior of side entry door -- To be V-shaped
CE-01-02LP	1	|-- 18"W X 22"H ENTRY DOOR SOLID WINDOW(S)
CC-20-1510	1	STEPWELL(S) WITH DOUBLE INTERMEDIATE STEPS -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements
CC-60-0200	1	LICENSE PLATE HOUSING W/ LED LIGHT
CC-90-0051	1	PAIR 51" SS REAR WHEEL FENDERETTES
CD-40-K01M	2	KNURLED GRAB RAIL(S) - MEDIUM Location: -- One (1) on exterior of body by side entry door -- One (1) on interior of body by side entry door
CD-60-0103	1	MANUAL PULL-OUT/DROP-DOWN STEP - SIDE ENTRY -- Includes warning light within the cab
CE-05-1838	1	36"W X 22"H SLIDING WINDOW(S) - EMERGENCY ESCAPE
CF-30-0500	1	ZICO #RL-2-6 QUIC-LADDER ROOF ACCESS LADDER -- Since access is provided to the roof, the diamond plate covering the roof shall be "slip resistant", meeting NFPA requirements
CF-90-0060	1	CAREFREE ECLIPSE ELECTRIC VINYL AWNING 12V | UP TO 21-FT Case Color: -- White Canvas Color: -- Cadet gray Location: -- Curbside of body
CF-98-0093	3	CAREFREE #SOKIII SLIDE-OUT ROOM VINYL AWNING(S) Case Color: -- White Canvas Color: -- Cadet gray

PART NO	QTY	DESCRIPTION
CF-98-1000	1	CAREFREE LED LIGHT OPTION FOR AWNING
CG-10-0000	9	LN. FT. OF ALUMINUM ANTENNA RACEWAY -- To be 3" x 3" -- Antenna raceways to be Raptor coated to match exterior color of body
CJ-02-0002	3	SLIDE-OUT/DROP-DOWN ROOM(S) - FLAT FLOOR Locations: -- One (1) front streetside of body -- One (1) front curbside of body -- One (1) rear streetide of body Extension: -- 30"
DA-40-000A	6	1/8" EXTERIOR COMPARTMENTS - DIAMOND PLATE Compartment Floors: -- 3/16" (.188") thick brushed aluminum
DA-40-0010	5	|-- 1/8" EXTERIOR COMPARTMENTS (REG) - DIAMOND PLATE Location: -- Compartments #1, #3, #4, #5 (TV/workstation compartment) and #6
DA-40-0012	1	|-- 1/8" EXTERIOR COMPARTMENTS (LG) - DIAMOND PLATE Location: -- Compartments #2 (generator compartment)
DA-55-2720	1	PAINTED ALUMINUM RECESSED POCKET -- For 100 amp inlet
DA-71-0000	5	COMPARTMENT DOOR CONSTRUCTION | CONVENTIONAL
DA-71-020L	1	DOUBLE COMPARTMENT DOOR(S) - LOCKING Location: -- Compartment #2 (generator compartment)
DA-73-0500	2	|-- COMPARTMENT DOOR PADDLE HANDLE STAINLESS STEEL(S)
DA-71-032L	4	DROP-DOWN COMPARTMENT DOOR(S) - LOCKING Location: -- Compartments #1, #3, #4, and #6 -- To include red labels on the inside of each door: Not A Step + Do Not Sit
DA-73-0500	4	|-- COMPARTMENT DOOR PADDLE HANDLE STAINLESS STEEL(S)
DA-71-036L	1	LIFT-UP/DROP-DOWN COMPARTMENT DOOR(S) - LOCKING Location: -- Compartment #5 (exterior TV/workstation compartment) -- To include a lift-up upper section + fold-down lower section w/a smooth writing surface + a 1/2" lip on outer front edge for retention
DA-73-0500	2	|-- COMPARTMENT DOOR PADDLE HANDLE STAINLESS STEEL(S)
DB-54-0000	4	4" DIAMETER COMPARTMENT VENT(S) Location: -- One (1) in each compartment, except compartments #2 and #5

PART NO	QTY	DESCRIPTION
DB-55-1000	4	TURTLE TILE COVERING FOR COMPARTMENT FLOORS - Up to 25" Deep Color: -- Black
DB-61-2006	1	PATCH BLOCK COMPARTMENT W/ CAST DOOR #EB0014-1 Location: -- Streetside of body - behind electronics rack -- Lower portion to be pass-thru to interior
DB-61-2202	1	MAST TOWER CONTROL COMPARTMENT W/ CAST LOCKING DOOR #AD0030-1-B Location: -- Rear of body on mast cover
DC-20-0502	1	STEEL SUPPORT - GENERATOR
DG-00-0024	1	ROLL-OUT EQUIPMENT TRAY(S) - 24" Location: -- Compartment #1 - for aux. batteries Type Slides: -- AccuRide - 400 lbs. w/lock-in/lock-out feature
FA-BB-3000	1	EXTERIOR MODULAR BODY PAINTED POLYURETHANE Color: -- White Code: -- To match Freightliner chassis #L0006EY
FD-BB-3000	1	BODY UNDERCOATING
FG-20-0001	1	SCOTCHLITE REFLECTIVE LETTERING PACKAGE Color: -- To be determined
GA-BB-3000	1	INTERIOR PACKAGE: 30-FT BODY
GB-00-005A	1	|-- MODULAR BODY POLYSTYRENE INSULATION
GB-10-005A	1	|-- MODULAR BODY INSULATED ALUMINUM SUB-FLOOR
GB-10-026F	1	|-- LONSEAL VINYL FINISH FLOOR - COIN DESIGN
GB-12-005A	1	|-- AISLE WALLS - EMBOSSED FIBERGLASS REINFORCED PLASTIC (LIGHT GRAY)
GB-13-005G	25	|-- UPPER INTERIOR WALLS - LOOP PILE CARPET
GB-14-005A	1	|-- INTERIOR DECK AREA - EMBOSSED FIBERGLASS REINFORCED PLASTIC (LIGHT GRAY)
GB-16-005A	1	|-- INTERIOR CEILING - EMBOSSED FIBERGLASS REINFORCED PLASTIC (WHITE)
HB-02-1542	1	#MRK-4031LRD ELECTRONICS RACK ENCLOSURE - (40 SPACE) (31" DEEP) Fans and Mount Model #: -- MW-4QFT-FC Door Model #: -- MID LVFD-40 (includes non-locking latch assembly) -- Includes spare panels to cover empty spaces -- A TD3 3RU storage drawer -- Rack to slide out from its fixed position to allow side access to rack equipment Type Slides: -- AccuRide Manufacturing - 400 lbs.
LB-50-0230	2	|-- MIDDLE ATLANTIC #PDT-1415C-NS POWER STRIP(S) (14) 15A PLUG-INS Location: -- Behind electronics rack

PART NO	QTY	DESCRIPTION
HB-02-1600	2	INDIVIDUAL RACK MOUNT(S) FOR TV, VCR, DVD, DSS -- Includes rack mount tracks & trim Location: -- Electronics rack Equipment to be mounted: -- NVR for surveillance camera system -- Printer
HB-06-001S	1	SMALL STORAGE CLOSET(S) - ALUMINUM Location: -- Streetside interior of body
HB-03-0305	4	|-- 3/16" (.188") ADJUSTABLE SHELVES FOR INTERIOR CABINET(S)
DB-55-1100	1	|-- TURTLE TILE COVERING FOR COMPARTMENT SHELVES/TRAYS Color: -- Black
DB-55-1101	4	|-- REGULAR | UP TO 25" DEEP
HB-03-0205	1	|-- HEAVY DUTY INTERIOR CABINET SHELF TRACKS
HC-04-001S	1	|-- HINGED SOLID LOCKING DOOR(S) FOR CABINETS/CLOSETS
HC-30-0100	1	|-- SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HB-07-001S	1	OVERHEAD STORAGE CABINET(S) - ALUMINUM (UP TO 24") Location: -- One (1) in the lavatory, above the toilet
HC-06-001S	1	|-- OPEN FINISH - NO DOOR FOR CABINETS/CLOSETS
HB-07-003L	1	OVERHEAD STORAGE CABINET(S) - ALUMINUM (UP TO 60") Location: -- Over the curbside galley cabinet
HC-06-003L	1	|-- OPEN FINISH - NO DOOR FOR CABINETS/CLOSETS
HC-09-003L	1	|-- PORCELAIN MAGNETIC DRY/ERASE LOCKING DOOR FOR CABINETS/CLOSETS
HC-30-0100	1	|-- SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HB-12-001S	1	SMALL STORAGE CABINET(S) - ALUMINUM (UP TO 24") Location: -- In the lavatory for the sink
HB-03-0306	1	|-- 3/16" (.188") PERMANENT SHELVES FOR INTERIOR CABINET(S)
DB-55-1100	1	|-- TURTLE TILE COVERING FOR COMPARTMENT SHELVES/TRAYS Color: -- Black
DB-55-1101	1	|-- REGULAR | UP TO 25" DEEP
HC-04-001S	1	|-- HINGED SOLID LOCKING DOOR(S) FOR CABINETS/CLOSETS
HC-30-0100	1	|-- SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HB-26-003L	1	GALLEY CABINET ASSEMBLY - ALUMINUM (UP TO 60") Location: -- Curbside interior of body
HB-03-0305	1	|-- 3/16" (.188") ADJUSTABLE SHELVES FOR INTERIOR CABINET(S) Location: -- In lower left storage compartment in galley cabinet

PART NO	QTY	DESCRIPTION
DB-55-1100	1	|-- TURTLE TILE COVERING FOR COMPARTMENT SHELVES/TRAYS Color: -- Black
DB-55-1101	1	|-- REGULAR | UP TO 25" DEEP
HB-03-0205	1	|-- HEAVY DUTY INTERIOR CABINET SHELF TRACKS Location: -- In lower left storage compartment in galley cabinet
HC-04-003L	1	|-- HINGED SOLID LOCKING DOOR(S) FOR CABINETS/CLOSETS
HC-30-0100	1	|-- SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HC-06-003L	1	|-- OPEN FINISH - NO DOOR FOR CABINETS/CLOSETS Location: -- In lower right storage compartment in galley cabinet for refrigerator
HD-00-0B05	3	FOLD-UP SQUAD BENCH WITH SPRING LOADED SEAT IRONS
HD-02-0B01	6	|-- PERSON SEATING CAPACITY
HD-02-020C	3	SQUAD BENCH BACKREST BUILD-OUT(S) WITH CUSHIONS
HF-12-0206	4	PORCELAIN STEEL MAGNETIC DRY/ERASE BOARD(S) - (M) Location: -- Two (2) for front conference room -- Two (2) for rear negotiations room
HG-04-005A	1	WORK STATION(S) | UP TO 24" WIDE Location: -- In curbside slide-out room
HG-04-005E	1	WORK STATION(S) | UP TO 96" WIDE Location: -- In rear streetside slide-out room
HG-10-0213	13	MESH TASK SWIVEL CHAIR(S) W/ BUNGEE MOUNT(S)
HG-12-002M	1	CONFERENCE TABLE Location: -- Rear negotiators room
HG-12-003L	1	CONFERENCE TABLE Location: -- Front conference room
HG-17-0500	40	CORIAN COUNTER TOP UPGRADE (SQ FT)
HH-02-040L	2	BULKHEAD DIVIDER WITH SLIDING DOOR - LOCKING
HH-02-1215	2	6" X 8" WINDOW(S) WITH HINGED COVER PANELS FOR POCKET DOORS
HH-10-0200	1	LAVATORY ENCLOSURE
HH-50-0010	1	|-- FLOW THRU VENTILATION SYSTEM (100 CFM)
HH-50-0785	1	|-- OCCUPIED / VACANT CHROME FINISH DOOR LOCK ASSEMBLY - LAVATORY
HH-50-0100	1	STAINLESS STEEL OVAL SINGLE SINK(S) W/ FAUCET
HH-50-0160	1	SHURFLO EXTREME SERIES, SMART SENSOR 12V 4.0 GPM WATER PUMP
HH-50-0200	1	RARITAN #160HF01202 ELECTRIC PORCELAIN TOILET W/MACERATOR AND WALL CONTROL

PART NO	QTY	DESCRIPTION
HH-50-0305	1	SHURFLO #183-029-14 CHROME WATER INLET FITTING Location: -- Streetside of body
HH-50-0400	20	GALLONS - FRESH WATER TANK - APPROXIMATE
HH-50-039A	1	|-- TANK(S) - ENCLOSED / INSULATED / HEATED
HH-50-0490	1	|-- ACCUMULATOR TANK
HH-50-0435	25	GALLONS - BLACK WATER / HOLDING TANK (TOILET) - APPROXIMATE
HH-50-039A	1	|-- TANK(S) - ENCLOSED / INSULATED / HEATED
HH-50-0473	1	ECOSMART 3.5 kW ELECTRIC TANKLESS WATER HEATER AT POINT OF USE - 120-V
HH-50-0500	1	HOLDING TANK DUMP VALVE WITH SEWAGE HOSE Location: -- Streetside of body
HH-50-0510	1	KIB #M21VW TANK LEVEL MONITORING SYSTEM
HH-50-0705	1	GARDNER #21300 20" X 24" BEVELED WALL MIRROR(S) Location: -- In lavatory
HH-50-0737	1	STAINLESS STEEL C-FOLD / MULTIFOLD PAPER TOWEL DISPENSER Location: -- In lavatory
HH-50-0740	1	CHROME TOILET PAPER HOLDER | SURFACE MOUNT Location: -- In lavatory
HH-50-0745	1	CHROME BODY SOFT SOAP EJECTOR(S) Location: -- In lavatory, by sink
HH-50-0772	1	LAVATORY COUNTERTOP WASTE CHUTE / RECEPTACLE Location: -- In lavatory
HI-50-0200	1	WINDOW MINI-BLINDS Location: -- For 36"x22" window
HI-50-1000	1	BLACK-OUT CURTAINS Location: -- For entry door window
HJ-05-0010	1	1.2 CU. FT. COUNTERTOP STAINLESS STEEL MICROWAVE - 120V Location: -- Overhead cabinet (curbside) above galley cabinet
HJ-05-0256	1	INDEL WEBASTO #CRUISE130 4.6 CU. FT. 12/120V REFRIGERATOR - BLACK Location: -- In lower curbside galley cabinet

PART NO	QTY	DESCRIPTION
HJ-06-0505	1	KEURIG K-CUP POD COFFEE MAKER W/ REMOVABLE WATER RESERVOIR Location: -- On top of curbside galley cabinet
HK-00-0007	1	VIRTUAL TECHNOLOGIES #VT13-65 IR 65" TOUCHSCREEN INTERACTIVE DISPLAY Location: -- Front wall in conference room Includes: -- VT-Cam 13M - VTI Click in Camera 93 degree viewing angle 8 array mic and face tracking -- VT-PC i7 12Gen (NEW) - 12th Gen Intel Core i7-12650H WiFi 6 2.3GHz 8G Ram 64 bit OS with Windows 11Pro no License One Year Warranty -- XKY-Win11 Pro - Windows 11 Pro License single PC
HK-00-0020	6	LG #29WQ600W 29" ULTRAWIDE IPS FHD HDR 100HZ MONITOR(S) Location: -- Two (2) for each rear workstations in slide-out room - (4) -- Two (2) for front workstation in curbside slide-out room
HK-00-0025	2	NAME BRAND 43" HDTV MONITOR(S) Location: -- One (1) wall mounted in each front slide-out room Note: -- To be Samsung brand
HK-00-0035	2	NAME BRAND 55" HDTV MONITOR(S) Location: -- One (1) on rear wall of body -- One (1) in rear curbside wall of body Note: -- To be Samsung brand
HK-00-0040	1	SUNBRITE #SB-V-43-4KHDR-BL 43" BLACK VERANDA OUTDOOR TV W/ SOUND BAR- FULL SHADE Location: -- One (1) in exterior TV/workstation compartment #5
HK-00-0250	6	PEERLESS #SF630P SMARTMOUNT UNIVERSAL FLAT WALL MOUNT | 10" - 29" DISPLAY
HK-00-0255	3	PEERLESS #SF640P SMARTMOUNT UNIVERSAL FLAT WALL MOUNT | 30" - 50" DISPLAY
HK-00-0260	3	PEERLESS #SF650P SMARTMOUNT UNIVERSAL FLAT WALL MOUNT | 50" - 75" DISPLAY
HK-20-0014	1	AUDIO/VIDEO INTEGRATION AND PROGRAMMING | LARGE COMMAND CENTER
HK-30-0017	1	PAIR CEILING MOUNTED SPEAKERS W/ RUSSOUND AMPLIFIER FOR TV Location: -- Ceiling of front conference room + connected to 65" display
HK-31-0030	1	EXTRON #DXP1616 HDMI 16X16 HD 4K MATRIX SWITCHER - RACK MOUNTED Note: Inputs Will Be: -- Five (5) HDMI Inputs -- Two (2) HDMI Inputs in Kramer Interconnect -- NVR For Surveillance Cameras -- Decoder for PTZ Camera System Outputs Will Be: -- Six (6) 29" Monitors -- Three (3) 43" HDTV Monitors

PART NO	QTY	DESCRIPTION
		-- Two (2) 55" HDTV Monitors -- One (1) 65" HD Display
HK-31-0021	1	|-- EXTRON #TLP PRO 1025M 10" TOUCHSCREEN PANEL Location: -- Wall mounted in front conference room Note: -- Includes #70-1140-32 - SMK3 - TLP, TLS Surface Mount Kit 10" - Black + one (1) #70-1293-30 10" TouchLink Pro Screen Protector
HK-31-0040	2	|-- EXTRON #TLP PRO 300M 3" TOUCHSCREEN PANEL W/ LINKLICENSE Location: -- One (1) in rear negotiators room -- One (1) in exterior compartment #5
HK-31-0051	1	|-- EXTRON IPCP PRO 555Q XI CONTROL PROCESSOR
IF-06-0015	12	|-- HDMI AUDIO/VIDEO CABLE OUTPUT - HDMI MATRIX TO MONITOR / TV
HK-31-00PP	1	SPECO #PMM120A - 120 WATT RMS P.A. MIXER AMPLIFIER
HK-31-00QP	1	SHURE WIRELESS VOCAL RACK MOUNT SYSTEM W/MICROPHONE System to Include the Following: -- One (1) #BLX24R/SM58-H10 - Vocal System with (1) BLX4R Rack Mount Wireless Receiver an (1) BLX2 Handheld Transmitter with SM58 Microphone
HK-31-01QP	1	RDL VOLTAGE CONTROL AMPLIFIER | POWER SUPPLY | REMOTE LEVEL CONTROL Includes The Following: -- RDL #ST-VCA3 voltage controlled amplifier -- RDL #PS-24AS 24 VDC switching power supply -- RDL #DB-RLC10K Remote control level control - To be mounted in compartment #5
HK-31-02LP	1	HP LASERJET PRO M4301FDW MULTIFUNCTION PRINTER (OR EQUIVALENT) Location: -- Rack mounted
HK-32-0550	1	SURVEILLANCE CAMERA SYS. - MONTAVUE 8CH-NVR, 2TB & 4@ PoE CAMERAS - WHITE
HK-32-055A	2	|-- ADDITIONAL - MONTAVUE PoE CAMERA w/ MIC - WHITE
HK-50-0010	1	APC SMART-UPS 3000VA LCD RM 2U 120V WITH SMARTCONNECT RACKMOUNT
HL-50-0110	2	BRG PRECISION #OT640 DIGITAL LED OPERATIONAL TIMER DISPLAY - PoE Location: -- One (1) in front conference room and one (1) in rear room
HM-02-0005	1	MAGNETIC MIC CLIP(S) -- For Whelen siren mic
HN-00-0210	1	WINEGARD #A3-2000 AIR 360 BROADCAST TV ANTENNA | WHITE
HN-00-1000	1	CRADLEPOINT #R1900 ROUTER W/ WI-FI - 5G CAPABILITY
HN-00-100A	1	|-- PANORAMA #LG-IN2607 DOME 8 IN 1 ANTENNA W/ 16 FT CABLES, BLACK
HN-00-100C	1	|-- CRADLEPOINT #MC400-5GB MODEM UPGRADE - W/ WI-FI
HN-00-100E	1	|-- PANORAMA #LP-IN2443-W DOME 4 IN 1 ANTENNA - WHITE
HN-00-19LP	2	|-- INSTALL CUSTOMER SUPPLIED SIM CARD(S)
HN-00-20LP	1	WINEGARD #FHPKIT4 FLAT HIGH-PERFORMANCE STARLINK ANTENNA W/GEN 3 ROUTER Note: -- To include Winegard #SDWGMT Starlink wedge mount

PART NO	QTY	DESCRIPTION
HS-03-0013	1	AXIS #Q6225-LE HDTV 1080P PTZ 30X OPTICAL / 21X DIGITAL ZOOM CAMERA
HS-03-0106	1	|-- AXIS #TU9002 JOYSTICK CONTROLLER FOR PTZ CAMERA
HS-03-0113	1	|-- AXIS #D1110 4K VIDEO DECODER FOR PTZ CAMERA
HS-03-0127	1	|-- AXIS #5801-951 SURVEILLANCE CARD 64GB
IA-05-3XL0	1	12-VOLT ELECTRICAL SYSTEM
IA-06-1000	1	DRIVER'S CONSOLE - FLOOR MOUNT -- Custom fabricated out of aluminum and finished with black Raptor material
IA-06-3000	1	SWITCH CONSOLE - MODULE -- To be mounted next to the side entry door of body for 12VDC + 120/240 VAC switches and components
IA-06-30LP	2	WALL MOUNTED SWITCH PANEL(S) Location: -- One (1) on curbside slide-out room in front room -- One (1) on rear bulkhead wall in rear room
IA-06-9500	5	SOUTHCO #C2-32-25-3 KEYLOCK THUMB LATCH FOR CONSOLE DOOR(S) Locations: -- To be used on module panel doors
IA-10-0500	1	SWITCH LABEL PACKAGE
IA-10-1200	1	I.C.C. MARKER LIGHT/REFLECTOR PACKAGE - LED
IA-10-2000	6	ADDITIONAL LED SIDE MARKER LIGHT(S)
IA-11-0200	6	TECNIQ #S33-RR00-1 RED LED MARKER LIGHT(S) FOR SLIDE-OUT ROOM(S)
IA-12-0605	1	WHELEN #80C0EHCR WHITE LED INTERIOR DOME LIGHT(S) Location: -- Above electronics rack and to be switched at switch panel
IA-12-0608	20	WHELEN #80CREHCR WHITE AND RED LED INTERIOR DOME LIGHT(S) Location: -- Ceiling of command unit
IA-12-0975	2	WHELEN #0SC0EDCR LED LIGHT(S) Location: -- One (1) In each Cast door compartment Note: -- Compartment lights are Not to be switched and to come on automatically whenever the compartment door is opened
IA-12-12LP	1	WHELEN #PELCC LED ILLUMINATION LIGHT(S) Note: -- To come on automatically whenever the side entry door is opened
IA-12-1530	4	TECNIQ #D07-W000-1 LED ILLUMINATION LIGHT(S) + #D07-0S45-1 S.S. 45 DEGREE CASE Location: -- To illuminate rear ladder and rear step Note: -- To come on automatically whenever the parking brake is set and the cab marker light switch is on
IA-12-1830	1	HANSEN #LED10WH12V-30 30"LED COMPARTMENT STRIP LIGHT(S) Location:

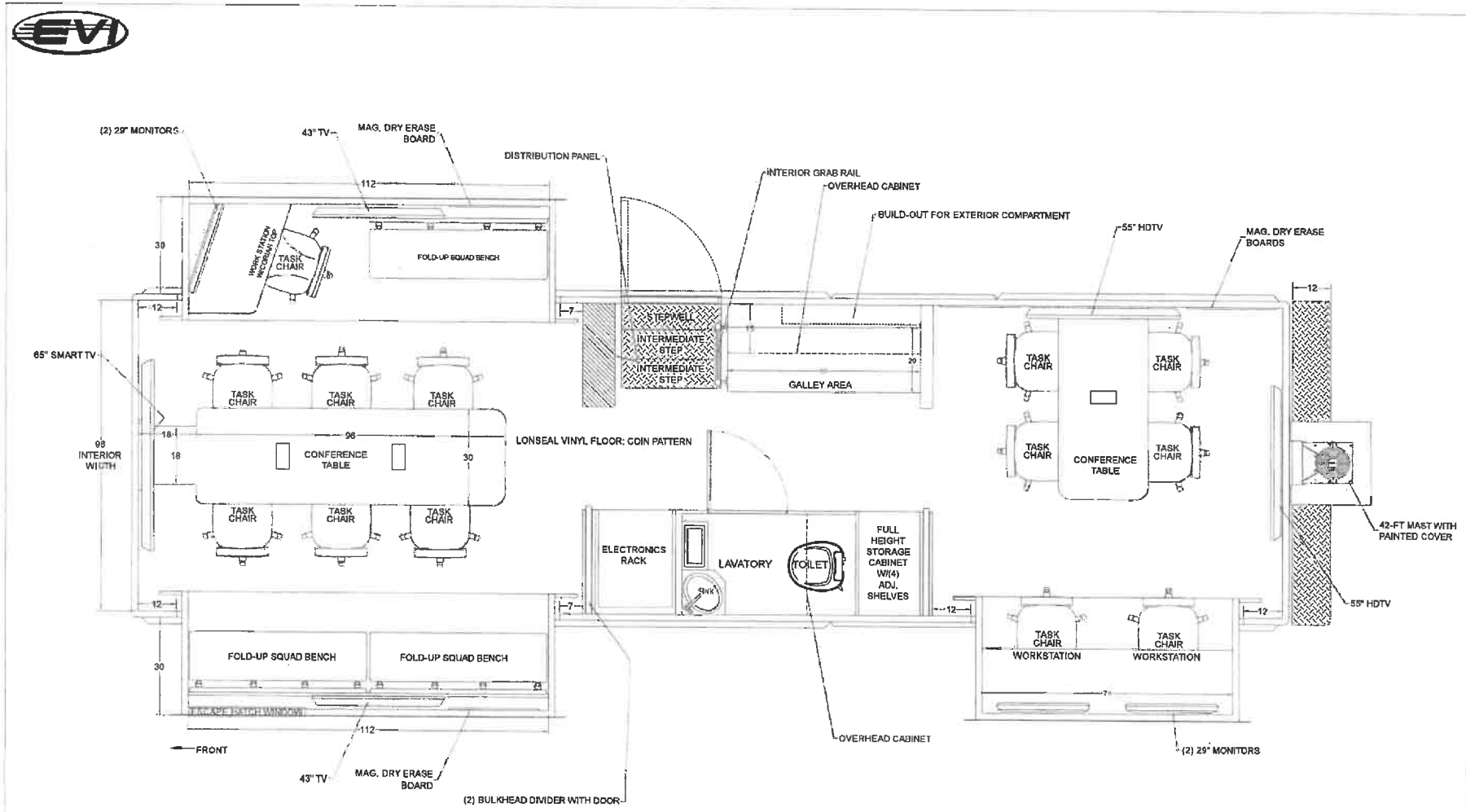
PART NO	QTY	DESCRIPTION
		-- One (1) in compartment #5 (TV/workstation compartment) Note: -- Light in compartment #5 is to be switched via a sealed Carling switch from compartment.
IA-12-1837	5	HANSEN #LED10WH12V-37 37"LED COMPARTMENT STRIP LIGHT(S) Location: -- One (1) strip in compartments #1, #2, #3, #4 and #6 -- Compartment lights are Not to be switched and to come on automatically whenever the compartment door is opened
IA-12-3205	12	"DOOR OPEN" WARNING CIRCUIT(S) W/LED LIGHT
IA-12-3500	1	INDIVIDUAL OPEN DOOR DISPLAY
IA-13-0540	6	AMDOR #AY-LB-12HW012 LUMABAR H20 LED GROUND ILLUMINATION LIGHT(S) Note: -- To be switched from cab and body module switch panels
IA-13-0570	1	PAIR OF AMDOR #AY-LB-12HW012 LUMABAR H20 LED CAB AREA GROUND ILLUMINATION LIGHTS
IA-13-0600	1	|-- GROUND LIGHTS ACTIVATION - CAB DOOR(S) + ON/OFF SWITCH IN CAB (NFPA)
IA-13-064L	2	AMDOR #AY-9220-12-L-0 LEFT LED STEPWELL ILLUMINATION LIGHT(S)
IA-14-1002	1	PAIR LED SIDE FACING TURN SIGNALS
IA-15-0025	1	PAIR WHELEN #M6-SERIES STOP-TAIL / BACK-UP / DIRECTIONAL LIGHTS
IA-15-0027	1	|-- PAIR WHELEN #M62BTT LED STOP/TAIL LIGHTS
IA-15-0028	1	|-- PAIR WHELEN #M62BU LED BACK-UP LIGHTS
IA-15-0029	1	|-- PAIR WHELEN #M62T LED AMBER DIRECTIONAL LIGHTS
IB-03-0504	6	WHELEN #M6FC CHROME FLANGE
IC-40-0500	1	EMERGENCY LIGHT MASTER SWITCH
IC-40-2000	1	GREEN BATTERY INDICATOR LIGHT
ID-00-2051	1	SB-TS2000 STAND ALONE WATER PROOF PROXIMITY KEYPAD Includes: (10) Prox Cards & (10) Key Fobs -- Push to exit button
ID-03-0002	2	FIRST ALERT #SCO7CN COMBINATION SMOKE/CARBON MONOXIDE ALARM - BATTERY OPERATED
ID-05-0200	1	AIPHONE #AT-406 HANDSET-TO-HANDSET INTERCOM SYSTEM Includes the Following Equipment: -- Aiphone AT-406 Set - (2) Handsets, White (AT-206, AT-306), White -- Aiphone AT-306 (1) Handset, White -- #SKK-620 6VDC Power Supply
IF-00-0400	2	COAXIAL WIRING FOR ANTENNA WITH MOUNTING BASE Location: -- Two (2) in/on antenna raceway on roof of body and run to electronics rack
IF-00-3000	1	WIRING ACCESS COVE PACKAGE
IF-00-5600	1	WIRING FOR FUTURE RADIO(S) -- Includes 12V circuit 20 amp breaker, #12 battery switched red wire and a battery direct ground lug
IF-04-0000	18	NETWORK OUTLET/JACK(S) Locations: -- Two (2) at front workstation -- Two (2) at each rear workstation - (4) -- Two (2) on curbside wall by rear workstation -- Two (2) in exterior compartment #5

PART NO	QTY	DESCRIPTION
		-- One (1) for each SMART HDTV - (6) -- One (1) for each clock - (2) -- To be CAT 6 wiring and labeled w/Nelco #LSL-77 labels on each end
IF-04-0001	2	NETWORK INLET/JACK(S) Location: -- Streetside Cast I/O compartment -- To be CAT 6 wiring and to be labeled w/Nelco #LSL-77 labels on each end
IF-04-04LP	1	1U RACK MOUNT INDUSTRIAL PC Includes The Following: -- Intel Celeron SoC and Intel® Quad-core Processor N100 (up to 3.4 GHz) -- 8GB DDR4 -- Hard Drive: 500GB M.2 2280 NVMe SSD -- Windows 11 Professional -- Riser Card - 1 Slot: PCIe x1 w/ extender -- M.2 2230 - Intel Wi-Fi 6 (Gig+) module via internal M.2 slot -- PCIe x1 - 10/100/1000Mbps Single Port Network Adapter w/ Realtek RTL8111 -- Wireless Keyboard/Mouse -- 24" Adjustable Slide Rails
IF-04-05LP	3	KRAMER AV #TBUS-10XL-KIT2 TABLETOP INTERCONNECT BOX(ES) Location: -- Two (2) in front conference table -- One (1) in rear conference table Each To Include The Following: -- Three (3) 120 Volt Power Outlets -- Two (2) CAT 6 network jacks -- One (1) HDMI input and wired to Matrix switcher (front box) -- One (1) HDMI input to 43" HDTV monitor (streetside slide-out) (rear box) -- One (1) HDMI input and wired to Matrix switcher (rear conference table box) -- One (1) USB - One (1) connected to SMART Display and the other charging port
IF-04-0622	1	48- PORT CAT6 PATCH PANEL - RACK MOUNTED
IF-04-0602	30	|-- CAT6 PATCH CORDS - 18"
IF-04-07LP	1	TP-LINK #TL-SG3452P 52-PORT JETSTREAM PoE+ MANAGED SWITCH
IF-06-0000	5	TV ANTENNA COAXIAL CABLE & OUTLET(S)
IF-06-0001	5	HDMI AUDIO/VIDEO CABLE & INLET(S) - WALL TO HDMI MATRIX Location: -- One (1) at front workstation -- One (1) at each rear workstation - (2) -- One (1) at rear conference table -- One (1) in exterior TV compartment
IF-06-0013	1	HDMI AUDIO/VIDEO CABLE & INLET(S) - WALL TO MONITOR / TV (DIRECT) Location: -- One (1) at rear conference table - to 55" HDTV on side wall
IF-SP-0200	3	HDMI or DP CABLES FROM BACK OF MONITOR(S) TO COUNTER TOP or UNDER WORKSTATIONS
IH-00-1017	6	KUSSMAUL #091-264-023 DUAL PORT 5.5A USB-C & USB-A SVR W/ PIGTAIL LEAD Location: -- One (1) at each workstation - (3) -- One (1) front wall by front conference table -- One (1) rear curbside wall by rear conference table

PART NO	QTY	DESCRIPTION
		-- One (1) in exterior compartment #5
IK-00-0017	1	PRO-VISION #RV-505A REAR VISION CAMERA W/7" LCD MONITOR W/SIDE CAMERA System Includes: -- 18 Infra Red LED - Night Vision -- 120 Degrees (h) Camera View Area -- Audio -- Waterproof Camera -- Waterproof Connectors -- 7" Digital LCD Color Monitor -- (1) Side mounted camera
IK-00-0155	1	|-- PRO-VISION #DVR-920 SIDE CAMERA - ADDITONAL
JB-00-0005	1	SCHOTTKY #51-140 DIODE ISOLATOR
JC-00-0011	1	12 VOLT #091-85-12 LOW VOLTAGE ALARM & LIGHT (NFPA) Location: -- In cab floor storage console
JC-00-0016	1	INPOWER #DSP-DCS1 DIGITAL VOLTMETER / AMMETER W/LOW VOLT ALARM & LIGHT (DUAL) Location: -- On rear module switch panel
JC-10-0000	1	MANUAL COLE HERSEE #284 PADDLE HANDLE CUT-OFF SWITCH
JC-10-0030	1	BLUE SEA SYSTEMS #9001E DUAL BATTERY SELECTOR SWITCH
JC-90-1010	1	KUSSMAUL #091-9HP 120V AIR COMPRESSOR (1.4 CFM) W/ MTG BRKTS & VIBRATION DAMPER
JC-90-101A	1	|-- #091-9H-1 MOUNTING PLATE FOR PUMP
JC-90-101B	1	|-- #091-9G-B1-BOWL-M AUTO CLEAN METAL BOWL
JC-90-5010	1	ADDITIONAL BATTERY SYSTEM - (3) AGM 31 SERIES 12V Location: -- In slide-out tray in compartment #1
JC-90-5055	1	12 VDC BATTERY/CHARGING SYSTEM - DUAL
KA-10-0000	1	GENERATOR INSTALLATION - 120/240 VOLT
KC-02-032L	1	PANELTRONICS 120/240 MAIN POWER SYSTEM W/ DISTRIBUTION PANEL | UP TO 32 BREAKERS Panel Location: -- On module switch panel by side entry door of body
KC-09-0523	1	|-- PANELTRONICS MANUAL SOURCE SELECTOR Note: -- To include a clear lift-up protective cover
KC-55-0015	1	|-- PANELTRONICS DIGITAL METERS PANEL - VOLTS, AMPS & FREQUENCY
KC-09-1007	1	10-FT LANDLINE CORD 50 AMP MALE PLUG TO 100 AMP FEMALE PLUG - 1PH 4-WIRE Male Plug Type : -- Dryer type - 4-wire
KC-09-1019	1	25-FT LANDLINE CORD 100 AMP TO 100 AMP (120/240) 1PH - 4 WIRE
KC-26-120V	3	GFI RECEPTACLE - 120 VOLT Location: -- One (1) in exterior TV compartment -- Two (2) exterior of body duplex outlets

PART NO	QTY	DESCRIPTION
KC-50-0055	1	120/240 VAC HIGH VOLTAGE ELECTRICAL SYSTEM - MULTIPLE SOURCE
KC-70-0110	1	SURGE TRACKER # ST2-501S1A TRANSIENT VOLTAGE SURGE SUPPRESSOR Note: -- To include an opening to view LED indicator light on suppressor
KH-55-7820	1	POWER TECH #PTI-20000 20KW T4F OPEN DIESEL GENERATOR
KH-55-9007	1	|-- POWER TECH #TRP100 LCD DIGITAL REMOTE PANEL WITH START/STOP
KN-00-0005	1	|-- VERTICAL EXHAUST - FOR GENERATOR
LB-00-0504	4	COLEMAN 15,000 BTU 120-VOLT A/C - HEAT ROOF MOUNT W/CONDENSATE PUMP - DUCTED Cover Color: -- White
LB-00-0505	28	|-- LN. FT. OF INTERIOR A/C DUCT
LB-00-0530	4	|-- A/C THERMOSTAT (WALL MOUNTED)
LB-10-0505	3	INTELI-POWER #PD9280CV 120V TO 12V CONVERTER/CHARGER(S) | 80 AMP
LB-16-1410	1	TWISTLOCK NEMA #L5-30R 120V/30AMP INTERIOR RECEPTACLE(S) Location: -- Behind electronics rack for UPS
LB-16-1500	17	HOUSEHOLD 15 AMP INTERIOR RECEPTACLE(S) - DUPLEX
LB-25-5003	1	120V/240V 100A LANDLINE INLET CONN. TO MAIN PANEL - 1PH
LI-50-1000	1	CAB MOUNTED TOWER UP INDICATOR LIGHT(S)
LX-80-0141	1	FIRECO 41-FT #CX.3919.3.NA PNEUMATIC MAST
LX-80-0505	1	|-- FIRECO #BK.30108 LOWER FIXING BRACKET
LX-80-0605	1	|-- FIRECO #BK.30208 UPPER FIXING BRACKET
LX-80-2000	1	|-- FIRECO #PC.33213 PNEUMATIC REMOTE CONTROL BOARD
LX-80-2005	1	|-- FIRECO #MS.32402.MI LIMIT SWITCH
LX-99-0020	1	1-1/4" BLACK NYCOIL CABLE CONDUIT
LX-99-1000	1	PAINTED ALUMINUM MAST COVER
LX-99-2000	1	FOUR (4) LED MARKER LIGHT(S) - TOP OF MAST(S) Specify LED Color: -- To be determined
LX-99-2600	1	WHELEN #NP6BW PIONEER NANO MICRO MAST MOUNTED LOOK-UP LIGHT(S)
RF-05-0110	1	WHELEN #295HFS2 SIREN SYSTEM
RF-90-0020	3	WHELEN #SA315P 100 WATT SIREN SPEAKER Note: -- One (1) for siren system and two (2) for PA system
SD-03-1070	4	WHELEN #M92SLC EZ SUPER-LED® SCENELIGHT(S) W/ CHROME FLANGE - SIDE
SD-06-1065	2	WHELEN #M92SLC EZ SUPER-LED® SCENELIGHT(S) W/ CHROME FLANGE - REAR
SD-99-0020	1	REVERSE RELAY FOR REAR SCENE LIGHTS
TA-08-0200	1	VANNER #9860GCPE ELECTRONIC LED FLASHER UNIT
TC-16-0012	5	WHELEN #M6BCS SERIES SUPER-LED WARNING LIGHT(S) - BLUE - CLEAR LENS -STEADY BURN
TC-16-0902	5	|-- WHELEN #M6FC CHROME FLANGE
TC-16-0022	5	WHELEN #M6RCS SERIES SUPER-LED WARNING LIGHT(S) - RED - CLEAR LENS -STEADY BURN
TC-16-0902	5	|-- WHELEN #M6FC CHROME FLANGE
TC-19-0012	6	WHELEN #M9BCS SERIES SUPER-LED WARNING LIGHT(S) - BLUE - CLEAR LENS -STEADY BURN
TC-19-0902	6	|-- WHELEN #M9FC CHROME FLANGE

PART NO	QTY	DESCRIPTION
TC-19-0022	6	WHELEN #M9RCS SERIES SUPER-LED WARNING LIGHT(S) - RED - CLEAR LENS -STEADY BURN
TC-19-0902	6	|-- WHELEN #M9FC CHROME FLANGE
UD-10-0200	1	WHELEN #L32LGF GREEN SUPER LED BEACON(S) | GREEN LENS
VD-00-0500	1	ROADSIDE EMERGENCY SAFETY KIT (8-PIECE)
VD-02-0995	2	ABC 5 LB. DRY CHEMICAL FIRE EXTINGUISHER W/VEHICLE BRACKET
WA-90-0050	1	BODY MANUFACTURER'S MANUAL(S)
WA-90-0055	1	BODY MANUFACTURER'S MANUAL(S) - ELECTRONIC FORMAT
WA-95-0055	1	|-- WIRING MANUAL(S) - ELECTRONIC FORMAT
WA-95-0050	1	WIRING MANUAL(S)
WB-00-0020	1	ENGRAVED LABEL PACKAGE
WB-05-0500	1	|-- SEATING CAPACITY TAG
WB-05-1500	1	|-- ENGRAVED FLUID CAPACITY AND TYPE PLATE
WB-05-2000	1	|-- OVERALL HEIGHT/LENGTH/GVWR PLATE When manufactured, this vehicle was: XX FT XX IN HIGH XX FT XX IN LONG XXXX LB GVWR > Changes in height since the apparatus was manufactured shall be noted on this plate by the department <
ZA-00-0002	1	CHASSIS RELATED EXPENSES
ZC-00-0002	1	ADMINISTRATIVE
ZC-05-001A	1	|-- 12-MONTH / 12,000 MILE CONVERSION/UPFIT WARRANTY
ZC-05-004B	1	|-- 20-YEAR LIMITED MODULAR BODY STRUCTURAL WARRANTY
ZC-05-005B	1	|-- 5-YEAR / 60,000 MILE LIMITED ELECTRICAL WARRANTY
ZC-05-006A	1	|-- 10-YEAR / 100,000 MILE LIMITED PAINT WARRANTY
ZD-00-000A	1	|-- FACTORY LIAISON | PROJECT COORDINATOR
ZD-00-000B	1	|-- ENGINEERING/PRE-CONSTRUCTION REVIEW
ZD-00-000C	1	|-- IN-HOUSE PRE-DELIVERY / DETAILING / INSPECTION [09.01.25]
ZD-00-0600	1	DELIVERY AND VEHICLE FAMILIARIZATION TO END USER



REVISED:

CHANGE ORDER REFERENCE:

KISSIMMEE POLICE DEPARTMENT
KISSIMMEE, FLORIDA

BODY PLANVIEW

REVISIONS	SCALE	DRAWN BY
	N.T.S. ALL DIMS IN INCHES	L.POTTER
	DRAWING NO.	DATE
		09/09/25

AGREEMENT BETWEEN
THE CITY OF KISSIMMEE AND
MBF INDUSTRIES, INC.

THIS AGREEMENT is made _____ day of _____, 20__ by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "**City**" and **MBF INDUSTRIES, INC.**, a Florida Corporation, whose address is 210 Tech Drive, Sanford, FL 32771, hereinafter "**Vendor**," collectively hereinafter referred to as "**Parties,**" and each represents as follows:

WITNESSETH

WHEREAS, the City needs to purchase one (1) mobile command center for the Kissimmee Police Department (hereinafter "KPD"), and

WHEREAS, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, the City's Purchasing Manual allows the City to "purchase directly from Federal, State, County, School Board, or Utility Authority contracts or another city's contracts and from cooperative purchasing agreements;" and

WHEREAS, Pursuant to a competitive bidding and selection process, the U.S. General Services Administration awarded Contract No. GS-30F-0022S to Vendor on September 20, 2006 (hereinafter the "Master Contract"); and

WHEREAS, the Master Contract allows other governmental agencies to make purchases in accordance with the Master Contract and Vendor consents to purchase of one (1) mobile command center as further described in this Agreement which is attached hereto and incorporated herein, according to the terms of the Master Agreement; and

WHEREAS, City has determined that the specifications in the solicitation by the U.S. General Services Administration are similar in nature to the one (1) mobile command center needed by the City, and therefore it is economically advantageous and in the best interest of the City to enter into a cooperative purchase contract with Vendor; and

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, each party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the Master Agreement, which is incorporated herein by reference, Vendor's "Mobile Command Center Contract," which is attached hereto as Exhibit A, a Human Trafficking Affidavit, which is attached hereto as Exhibit B, and any subsequent duly executed

amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, Exhibit A, and Exhibit B, in that order.

Upon execution of this Agreement, all references made to the "GSA," United States," or "Government" in Exhibit A will be interpreted as pertaining to the City of Kissimmee and City of Kissimmee Commissioners, all references made to "Bidder," "Offeror," "Contractor," or "Vendor" in Exhibit A will be interpreted as pertaining to Vendor and all terms and conditions of Exhibit A not inconsistent with this Agreement, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the words "GSA," United States," or "Government" appear, they will be read as "City of Kissimmee," "City," and "City of Kissimmee Commissioners" and wherever the word "Bidder," "Offeror," "Contractor," or "Vendor" appears, it will be read as "Vendor."

3. **TERM.** The term of this Agreement shall begin upon execution of both parties and continue through September 19, 2026, the date of expiration of the Master Agreement. If the Master Agreement is extended, the Parties may so extend this Agreement upon mutual agreement.

4. **ORDER.** Vendor agrees to provide the one (1) mobile command center as further defined in Exhibit A of Vendor's "Mobile Command Center Contract."

5. **PAYMENT.** Upon review and approval of Vendor's invoice and verification that products and services have been rendered in conformity with this Agreement, the City shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or charges for services until forty-five (45) days from the City's receipt of the invoice.

6. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

7. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

8. **FEDERAL AND STATE TAXES.** The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Vendor.

9. **INSURANCE.** Vendor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance policies naming City of Kissimmee as additional insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. Policies must be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation. Throughout the term of this Agreement, Vendor and/or any and all subcontractors or anyone directly or indirectly employed by either of them must maintain in force, Vendor at their sole cost and expense, at all times, insurance coverage as follows:

   a. **Workers Compensation**: the statutory limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of $300,000.00 for each accident. Vendor's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. Vendor will be responsible for the payment of all deductibles and self-insured retentions.

   b. **General Liability**: with coverage limits of not less than *$1,000,000.00* each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance must be written in an "occurrence" based format.

   c. **Comprehensive or Business Automobile Liability**: with coverage limits of not less than *$1,000,000.00* occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable.

10. **NOTICE.** Any and all notices required to be furnished to City under this Agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee
Charles Broadway
Chief
Kissimmee Police Department
8 N. Stewart Avenue
Kissimmee, FL 34741

11. **PUBLIC RECORDS.** The Vendor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Vendor shall keep and maintain public records required by the City to perform the service.

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

a. If the City's Custodian of Records requests records from the Vendor, the Vendor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. The Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.

c. Upon completion of the contract, the Vendor shall transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

d. Upon notice to the Vendor of a request to inspect or copy public records relating to a City's contract for services, the Vendor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

e. If the Vendor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

f. A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

12. **CONFIDENTIALITY.** Vendor understands that City is a public entity subject to the public records laws of the State of Florida. Vendor shall identify specifically any information contained in this Agreement or that City receives during the performance of this Agreement, which Vendor considers confidential or proprietary and which Vendor believes to be exempt from disclosure to the public under applicable law, citing

specifically the applicable exempting law. A generic notation that information is "confidential" is not sufficient. Failure to provide the Custodian of Public Records at 407-518-2308, Cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741 with a detailed explanation and justification including statutory cites and specific reference to this Agreement or other information that City receives from Vendor during the term of this Agreement detailing what provisions, if any, Vendor believes are exempt from disclosure, may result in public disclosure of such records in accordance with Chapter 119 of the Florida Statutes. Vendor will upon the request of City, at City's discretion, defend City and its employees, advisors, agents, and elected and appointed officials against all claims and actions whether or not a lawsuit is commenced related to Vendor's designation of material as confidential or exempt from public disclosure. Vendor shall indemnify and hold harmless City and its employees, advisors, agents and elected and appointed officials from any and all claims, actions, suits, judgements, fines, costs, fees including attorneys' fees, related to Vendor's designation of material as confidential or exempt from public disclosure. Nothing herein shall be deemed to preclude City from exercising its own judgment regarding the disclosure of records and City may take any action that City in good faith believes is necessary for City to comply with federal and/or Florida public records laws, including but not limited to filing a declaratory action.

13. **FOREIGN GIFTS AND CONTRACTS.** Vendor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

14. **HUMAN TRAFFICKING.** Vendor shall provide City with the affidavit provided in Exhibit B signed by an officer or representative of Vendor attesting, under penalty of perjury, that Vendor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

15. **SCRUTINIZED COMPANIES LIST.** By signing this Agreement, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

16. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors

performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such subcontractor affidavit for the duration of the Agreement. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

Vendor shall, upon request, provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

17. **ANTITRUST VIOLATOR VENDOR LIST.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

18. **DISCRIMINATORY VENDOR LIST.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

19. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Vendor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Vendor represents and certifies that Vendor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for City for the entire duration of this Agreement. If Vendor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source. Vendor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to City.

20. **FOREIGN COUNTRY OF CONCERN.** Vendor represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of Section 287.138, Florida Statutes.

21. **ENTIRE AGREEMENT**. This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have caused this Agreement to be executed:

MBF INDUSTRIES, INC.

Signed: _____

Print name: _____

Title: _____

Date: _____

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by means of ☐ physical presence or ☐ online notarization, by _____ as _____ of Lenco Industries, Inc., who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

_____
Notary Public

CITY OF KISSIMMEE

_____
Mayor-Commissioner

Date: _____

ATTEST:

_____

City Clerk

Approved as to form and legal sufficiency:

_____

City Attorney

EXHIBIT A
VENDOR'S MOBILE COMMAND CENTER CONTRACT

MBF Industries, Inc.
210 Tech Drive
Sanford, FL 32771
www.MBFIndustries.com
P: 407-323-9414
F: 407-330-2068

Mobile Command Center Contract

DATE: August 7, 2025

PURCHASER: Kissimmee Police Department
Lieutenant Charles Willdigg
8 N. Stewart Ave
Kissimmee, FL 34741

SELLER: MBF Industries, Inc.
210 Tech Dr., Sanford, Fl. 32771
Carrie Keaton- Sales Executive
Phone: 407-323-9414 Fax: 407-330-2068
Email: Carrie@MBFIndustries.com

TYPE OF UNIT: Full Service Mobile Command Center (the "vehicle" or "unit") constructed in a manner that complies with the federal laws and regulations pertaining to commercial vehicles. Each vehicle shall conform in every way to the specifications attached hereto as Exhibit A and incorporated herein by reference (the "specifications").

ALLOWANCE ITEMS: Base color of the vehicle will be white unless specified to Seller and/or a standard available Freightliner color at no additional charge. Any color other than white shall be identified to the Seller within two weeks of contract date. MBF repainting of the cab after receipt shall be an upcharge. An allowance of $6,500 has been included in the base price for exterior graphics. Any additional charges will be approved by the Purchaser in advance and billed on the final invoice.

PURCHASE PRICE: Per Unit. ($816,186.00) Eight Hundred Sixteen Thousand, One Hundred Eighty-Six Dollars and Zero Cents, not including Purchaser authorized change orders, plus transportation and/or applicable taxes.

MBF Industries, Inc.
210 Tech Drive
Sanford, FL 32771
www.MBFIndustries.com
P: 407-323-9414
F: 407-330-2068

SCHEDULE OF PAYMENTS:

A. A deposit of twenty-five percent (25%) of purchase price shall be due at time of execution of this Agreement.
B. A progress payment of twenty-five percent (25%) shall be due at the pre-wire phase of the project (approximately mid-way)
C. Balance due, plus purchase options, plus or minus allowance item and written change orders, any applicable FET and/or Sales Tax due on notification of production completion and final inspection.
D. Transportation: Prices quoted are FOB plant, Sanford, Fl. Unless otherwise noted.

CHANGE ORDERS: This Agreement is a fixed price contract and change orders, as well as any other changes to the terms of this Agreement, if any, shall be approved in writing in advance and require signatures by both parties prior to execution of such changes. Any changes made to the design made after final approvals have been signed off on and drawings are released to the floor will result in additional engineering time being billed at $225 per hour.

WARRANTY: In addition to all warranties provided for herein and by any third party, Seller shall provide Purchaser the warranties further described in Exhibit B attached hereto and incorporated herein by reference upon Purchaser vehicles acceptance. All warranties shall survive termination of this Agreement. All MBF warranties will go into effect retroactive to delivery date upon receipt of final payment.

INSPECTION PRIOR TO SHIPMENT: A representative of the Purchaser will be responsible to inspect the vehicle at 210 Tech Dr., Sanford 32771 prior to shipment and Purchaser shall not be required to pay any balance due hereunder until it determines, in its sole discretion and as evidenced in writing, that the vehicle conforms to the specifications set forth herein. Proof of insurance will be required and Seller will provide to Purchaser a Manufacturer's Statement of Origin to be used when applying for a title as well as all other documentation needed by, or required of, Purchaser to evidence ownership and/or fully utilize the vehicle.

MBF Industries, Inc.
210 Tech Drive
Sanford, FL 32771
www.MBFIndustries.com
P: 407-323-9414
F: 407-330-2068

SCHEDULE OF PRODUCTION: Seller must complete the vehicle, in accordance with the specifications provided for herein, no later than 540 days from the Effective Date of this Agreement. Change orders applied after pre-construction meeting could impact delivery time.

FORCE MAJUERE: The seller shall not be responsible for delays in production that are a result of natural disasters, acts of war, terrorism, epidemics, pandemics, government actions, labor strikes, or other major events beyond the seller's control.

OWNERSHIP OF DOCUMENTS: All design and production documents shall remain the property of Seller and may not be duplicated, copied, or reproduced in any form without the prior written consent of Seller in advance. Documents may be copied and distributed for Purchaser internal company use only.

TAXES, TITLE, AND TRANSPORTATION: The Purchase Price for the vehicle and the services related thereto does not include any sales, applicable Federal Excise tax or similar taxes or levies and Purchaser accepts responsibility for said expenses, including vehicle registration. Seller will provide a Manufacturers Statement of Origin upon receipt of final payment from Purchaser.

TERMINATION: Purchaser may terminate this Agreement within 30 days of the effective date and receive a full refund of all monies paid to Seller. Purchaser may terminate this agreement after 30 days and the Purchaser will receive a refund of all monies paid to Seller, minus any actual materials and labor cost up to termination date, if any of the following occur:

1. Seller breaches any representation, warranty, agreement, or covenant of Seller in this Agreement;
2. Seller is (or will be) merged into or is (or will be) acquired by a company or company holding company, or by a company that Purchaser determines, in good faith, is not financially sound or lacks the experience, ability or capacity to provide the vehicles and/or perform the services related thereto in accordance with the standards established by this Agreement; or
3. Seller becomes insolvent, becomes the subject of a bankruptcy or receivership proceeding, makes and assignment for the benefit of creditors, has a substantial portion of its assets seized or attached, or is no longer authorized to conduct the activities required by this Agreement.

MBF Industries, Inc.
210 Tech Drive
Sanford, FL 32771
www.MBFIndustries.com
P: 407-323-9414
F: 407-330-2068

COUNTERPARTS: This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. This Agreement shall be deemed binding when executed by both Purchaser and Seller. Telecopy signatures shall be deemed valid and binding to the same extent as the original.

ASSIGNMENT: Neither party hereto may assign this Agreement or any rights or obligations arising out of this Agreement to a third party without the prior written consent of the other party.

WAIVER: No delay or failure by either party hereto to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute a waiver of fact or any other right, unless otherwise expressly provided herein.

MISCELLANEOUS: This Agreement represents the entire agreement between the parties hereto in respect to its subject matter and supersedes all previous arrangements, understandings, and discussions. Any part of this Agreement which conflicts with applicable law now in effect, or which may be enacted in the future, shall be null and void, but only to the extent of such conflict, and all other parts of this Agreement shall remain in full force and effect. Paragraph headings are used for identification purposes only and are not intended to limit the content thereof.

IF THIS AGREEMENT IS TERMINATED UNLESS DONE IN ACCORDANCE WITH THIS AGREEMENT, AFTER DEPOSIT HAS BEEN MADE, PURCHASER WILL FORFEIT ITS DEPOSIT, WITHOUT FURTHER LIABILITY OR PENALTY TO SELLER.

In witness whereof, Seller and Purchaser have executed this Agreement as of the day and year first set forth above as the "Effective Date".

SELLER:

_____

Name: Natasha Nilsson

Company: MBF Industries, Inc.

Date: _____

PURCHASER:

_____

Name: _____

Title: _____

Institution: _____

Date: _____

EXHIBIT A

SPECIFICATIONS

MBF Industries, Inc.

ENGINEERED FOR LIFE MBFIndustries.com

GSA # GS-30F-0022S

These design drawings and specifications are the proprietary property and trade secrets of MBF Industries, Inc. and are issued in strict confidence. No reproduction or use shall be made without prior written consent of MBF Industries, Inc. The pictures in these specifications are for representation purposes only.

Color Key* IMPORTANT OPTIONAL (not included in pricing) TBD

KISSIMMEE POLICE DEPARTMENT
MOBILE COMMAND CENTER
DRAWINGS: JL-15357 DATED: 06/19/2025



1.0 Chassis Selection

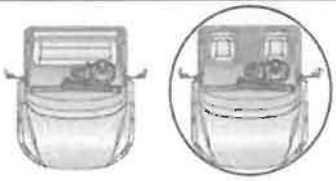
CHASSIS SPECIFICATIONS LISTED SEPARATELY, New and untitled, Freightliner Chassis, M2-106 Plus, 350HP Cummins Turbo Diesel, Allison Transmission, 37,500 GVWR. Vehicle shall meet Title 49, US Code Chapter 301, FMVSS 209, Part 571, SAE J2422, REV 3: Crash Avoidance, Worthiness and Post-Crash Standards. MBF shall provide documentation from the chassis manufacturer of conformity. The price quoted in this proposal reflects the newest model year available at the time of this quotation. The chassis price is NOT guaranteed and is subject to change depending on the build and delivery date of the chassis.



2.0 Chassis Cab Configuration

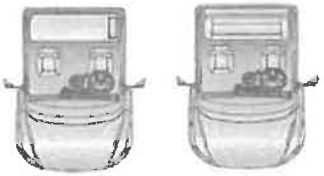


Day Cab



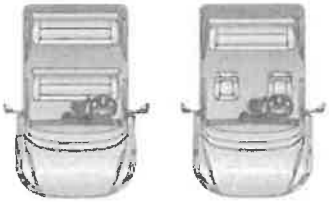


26" Extended Cab





48" Crew Cab



Selected Cab Configuration:

- Day Cab with independent air suspended driver and passenger seats.

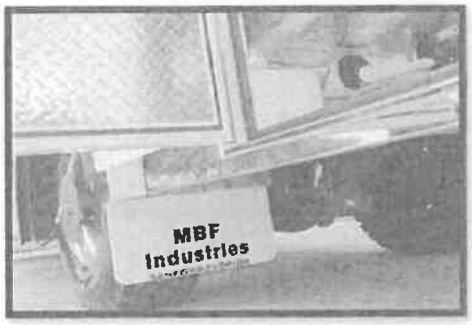
.	Wheel Base	284"
.	Overall Vehicle Length	39'
.	Exterior Cab Width	94.48"
.	Interior Cab Width	74.64"
.	Exterior Cab Length	106"
.	MBF Body Length	28' 10"
.	Overall Height	13' 1"
.	Body Width	102"
.	Interior Body Usable Width	96"
.	Fuel Capacity	100 gal.
.	Wheel Size	22" Aluminum
.	Rear Axle	Single
.	**CDL**	**Required**

2.1	Cab Chassis Additions

- One (1) aero dynamic wind fairing
- One (1) custom fabricated cab radio console with dual USB charging ports
- One (1) set heavy duty mud flaps
- Air horn under cab mounted
- One (1) GPS Truck Navigation System with Built-in Dash Cam
- Door open indicators w/buzzer
- Hopkins 47295 Agility Proportional Trailer Brake Controller
- 12VDC master shutoff switch
- Siren Controller
- Chassis battery disconnect switch provided as OEM
- Fire extinguisher





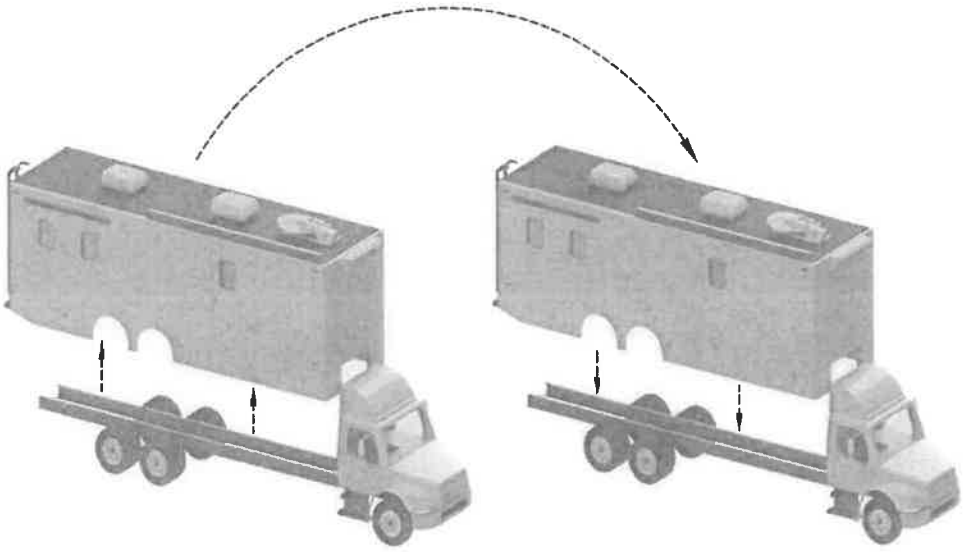




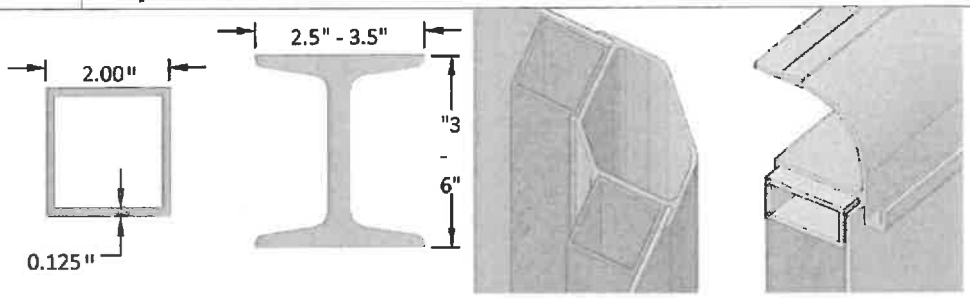


3.0 MBF All Aluminum Re-Mountable Body© Fabrication Method

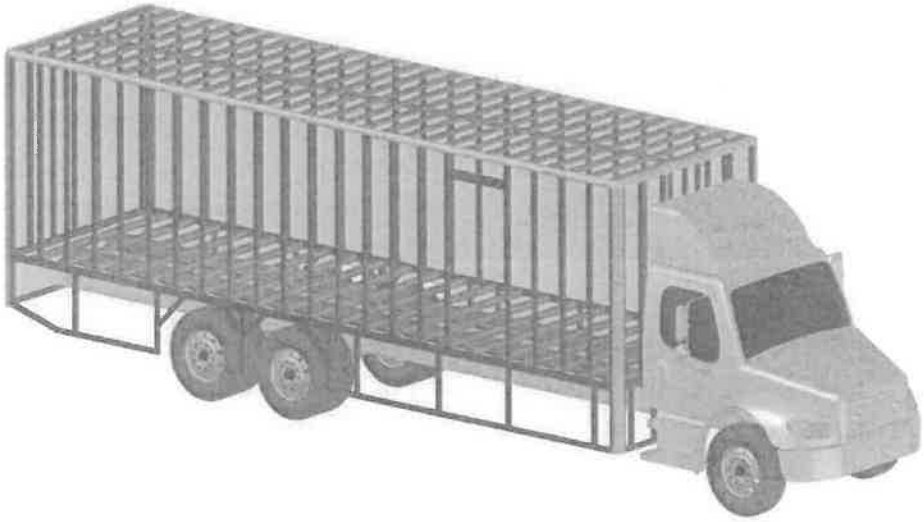
Body and storage compartments shall be fabricated as one unit and built independently of the chassis and designed structurally to allow mounting as a shell unit and further constructed in a manner to allow the completed body to be remounted to a new chassis should it be required.



3.1	Body & Skirt Fabrication



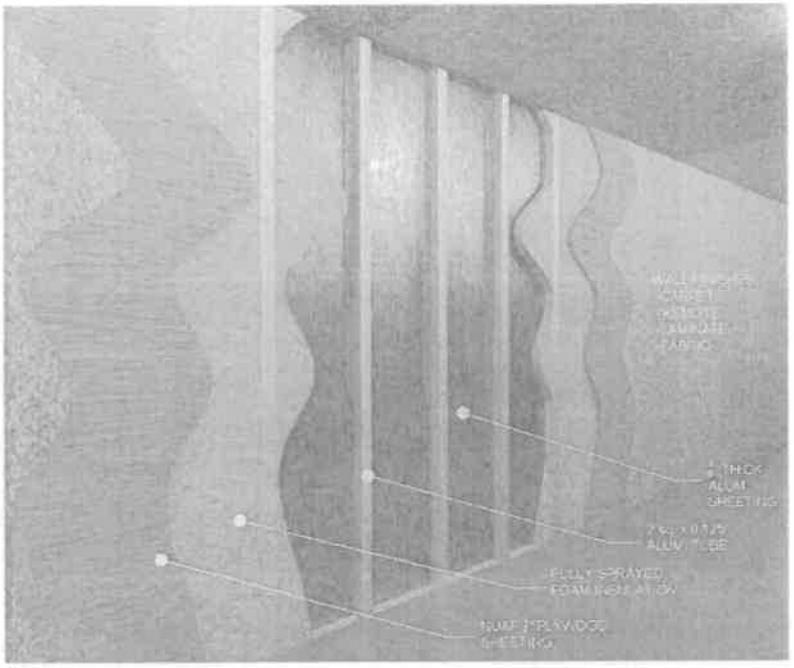
Aluminum Tube | 'I' Beam | Corner Application | Roof Line w/Drip Edge



The structures of our all-aluminum modular bodies are manufactured utilizing an all-aluminum 6063-T52 alloy construction to ensure long-term durability, corrosion resistance and strength. The frame of the body is manufactured using 2" x 2" x 0.125" aluminum tube, with exception to the floor section which uses 2.50" x 3" x 0.349" 'I' Beams. All structural tubing to be welded together utilizing aluminum extrusions at roof line and corners. The aluminum extrusions provide great strength and durability. Roof line extrusions incorporate a drip rail. Upright structural tubes are spaced no more than 16"*o.c.* for maximum strength. The under-floor supports are to be 3" or 6" 'I' Beams dependent upon vehicle chassis. All structural members are to be welded for maximum strength. Side body skins shall be fabricated from sheets of 5052-H32 0.125" aluminum, with only one horizontal seam and no vertical seams.

The skins of the body shall be attaches with a 3M VHB proprietary bonding strip. The VHB cures in 72 hours to form a bond between the aluminum skin and body structure that is stronger than a weld. The VHB also creates a thermal barrier between the outer skin and structure of the body to mitigate heat transfer.

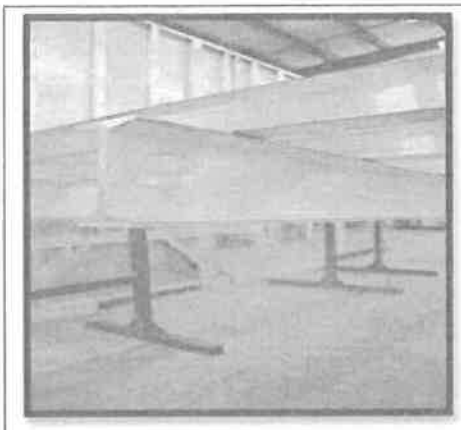
3.2	Construction Method:

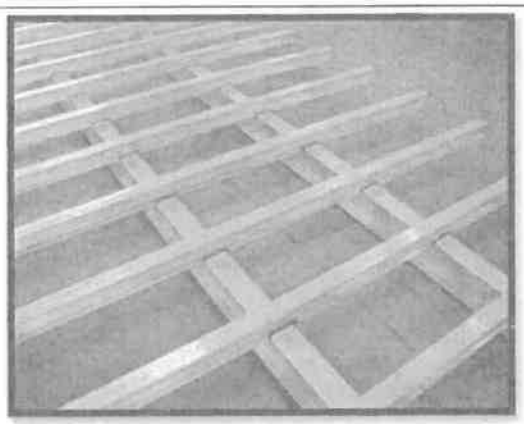


Walls: To be constructed of 2" x 2" x 0.125" (6063-T52) aluminum tubing. Aluminum tubing shall not exceed 16"*o.c.* Walls constructed exceeding the 16"*o.c.* maximum or utilizing anything less than 2" x 2" x 0.125" tubing shall not be accepted.
Exterior body skin to be 0.125" thick aluminum sheeting, to provide maximum strength and damage resistance from everyday use. Exterior skin is bonded to the welded structure using a method of attachment that yields a seamless exterior surface; glues or liquid chemical bonding shall
not be used. **NO** rivets will be utilized in the attaching of the exterior skin to the structural frame. Structural frame will be reinforced by welded aluminum plates where necessary. All-aluminum door frame extrusions shall be welded into the structure.

Roof: 2" x 2" x.125 6063-T52AL tubing on 12" centers/.125 tread that is stitch welded all the way around. A roof constructed on 16" centers with less than 2" x 2" columns shall not be acceptable.







Floor: 3" I-Beam AL 6061-T6 shall not exceed 12" centers. The underside of the floor assembly shall be sealed utilizing a minimum of .050 aluminum sheeting as a water intrusion barrier.

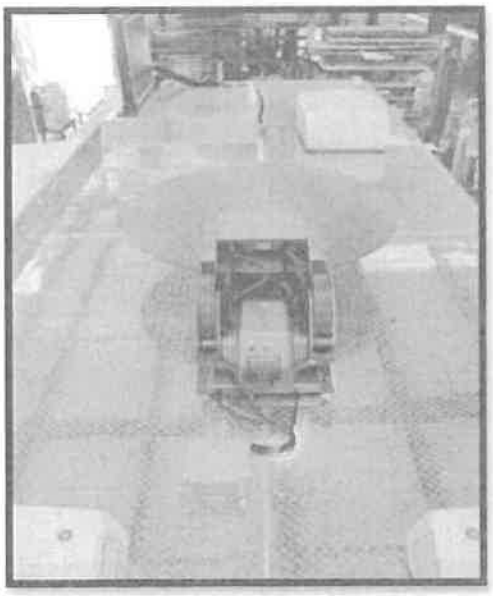
3.3	**NAUF Plywood & Hardwood Utilization** Only NAUF (No Added Urea Formaldehyde) plywood shall be acceptable. CARB - California Air Resources Board - Phase 2 requirement.	
3.4	**Rear Angle of Departure** MBF shall maximize the rear departure angle in accordance with the design criteria.	



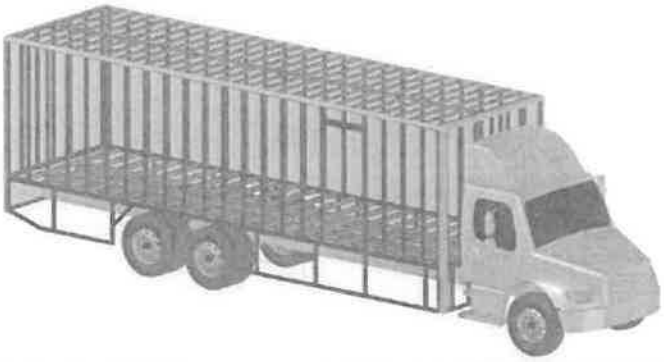
3.5 **Roof**

The roof will be manufactured in 0.125" 3003-H22 aluminum tread plate, continuously welded to roof perimeter extrusions and capable of supporting the weight of personnel, equipment, camera tripods, cable, etc.

MBF's standard roof construction method utilizes heavy duty frame construction that allows you to fully occupy the roof with personnel without added structures or improved roof supports. Safety handrails available upon request.





3.6	**Warranty** MBF offers a LIFETIME warranty on the structural integrity of the "Re-Mountable All Aluminum Body©." 	
3.7	**Paint** Exterior paint will be a PPG (or equal) urethane paint with a one (1) year warranty. Standard color is white. Cab color shall be any chassis standard OEM color available through the manufacturer at no additional cost. Body painting to customer color specification included as a standard OEM type of paint. Custom, two-tone, metallic, and clear coating is available upon request.  	

3.8 **Graphics**

MBF recognizes that one of the most powerfull tools your vehicle can have is it's presence. MBF utilizes high quality 3M products (or equal) in both standard and reflective to ensure longevity of your valuable purchase. Our wraps have a standard one-year installation warranty.

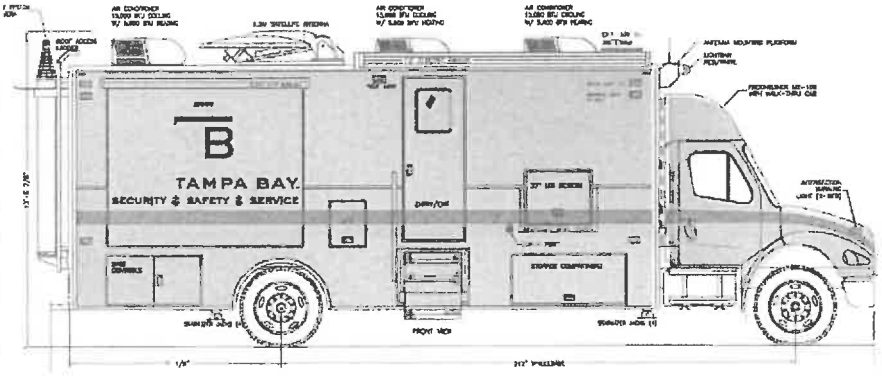
MBF offers several different packages to cover your graphics needs. We have certified installers and a design crew ready to assist you in the look that will Command respect, dignity, and honor.

- **$6,500 allowance included in base price quotation.**
- **Final budget discussion shall be discussed at the pre-construction meeting**

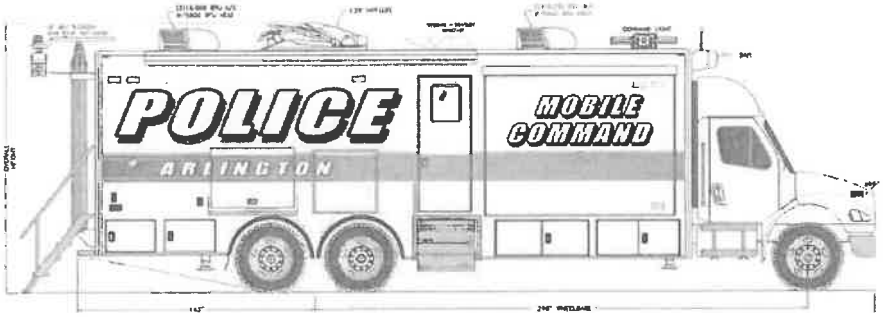
Graphics Package 1 Example - $4,500

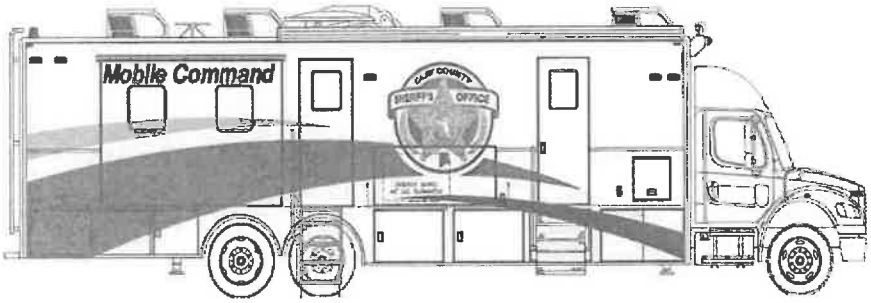


Graphics Package 2 Example - $6,500



Graphics Package 3 Example - $8,500





Graphics Package 4 Example - $12,000 - $15,000 Full Wrap



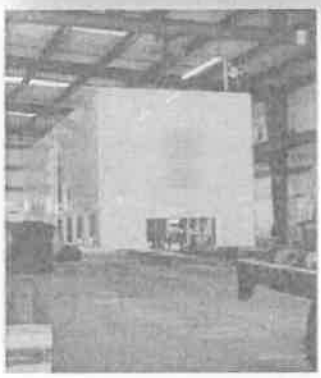
4.0 BODY MOUNTING

BODY MOUNTING

The "Modular Re-Mountable" aluminum body shall be fabricated as a stand-alone unit and designed and built to allow the body to be mounted independently to the chassis. A 1" Oak barrier or UHMW Ultra-High Molecular Weight Polyethylene dissimilar metals barriers shall be placed between the aluminum body and steel chassis frame. Spacers will vary in depth depending upon the overall vehicle design height requirements. Once mounted the body shall be secured with hardened steel "U" bolts and torque tightened to mounting specifications.







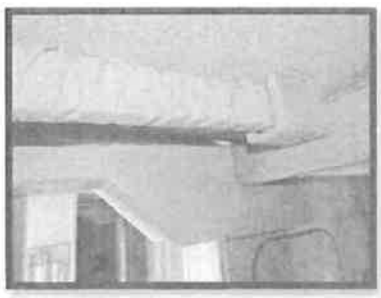


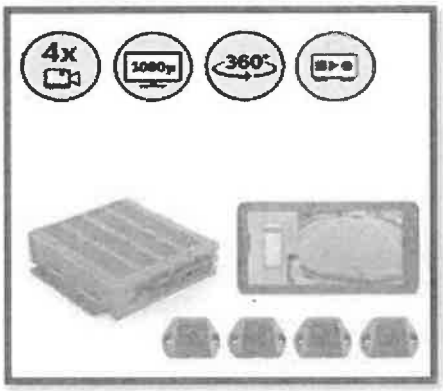
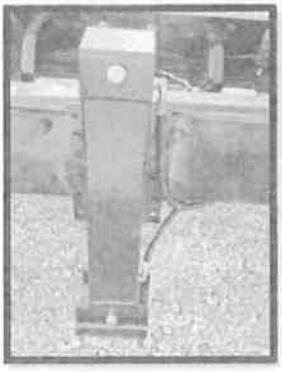
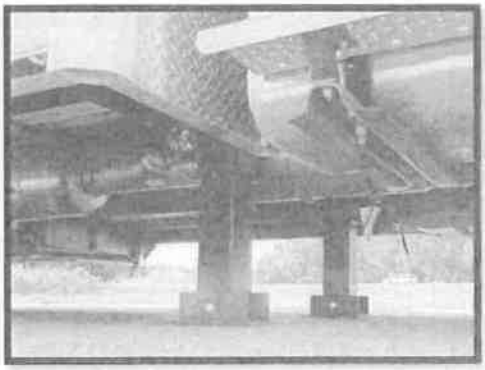


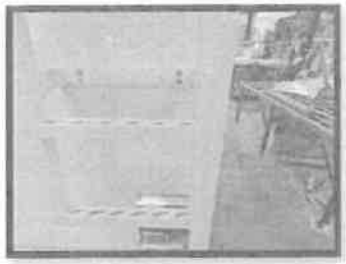
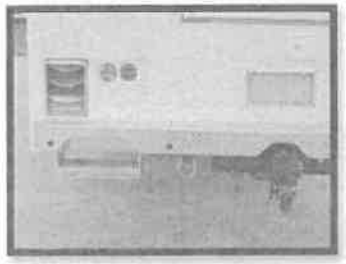
5.0 SLIDE OUTS

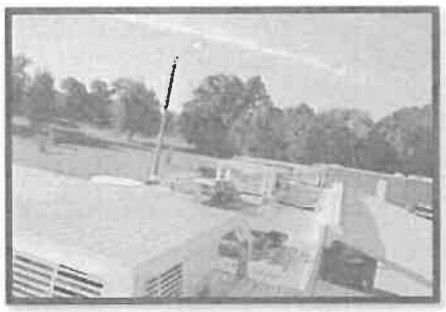
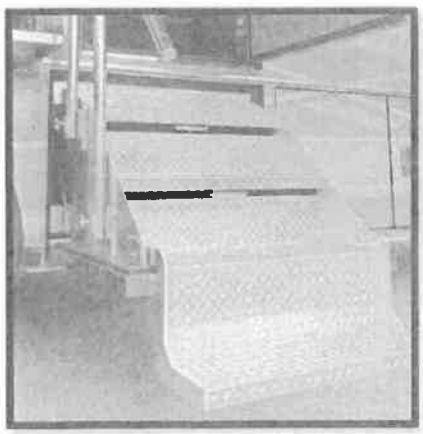
One (1) slide out shall be provided on the front curbside. Addition of a slide out (s) will require an update in the chassis requirement.

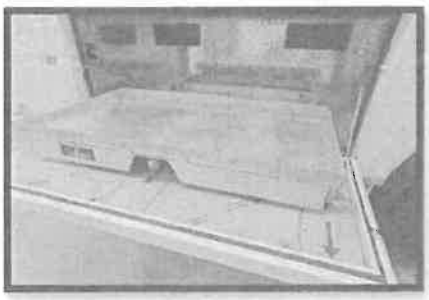
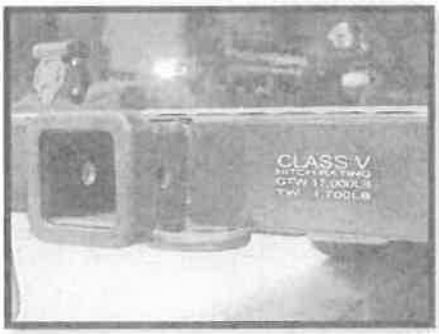


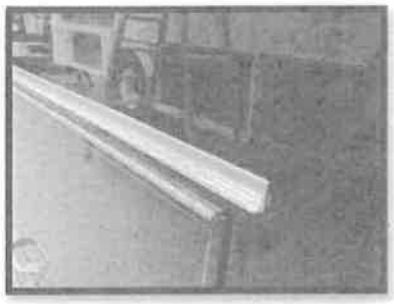
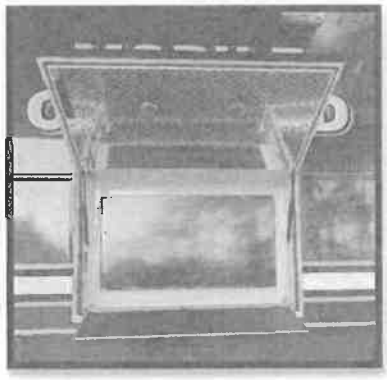
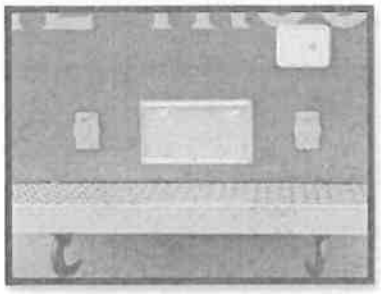
5.1	**Expandable Section** Expandable body sections shall be installed per drawings. The slide out sections will have reinforced structural support for the sidewall opening. The slide out section walls and roof shall be fabricated from 2" X 2" X 0.125" aluminum tube and 0.125" aluminum exterior skin. The interior of the expandable section will be finished with the same materials used in the main portion of the body.	
5.2	**Water & Air Seals** Water proof rubber seals are attached to the slide out floor, roof and sides and overlap with corresponding water seals attached to the floor, roof, and side walls of the body frame when in the closed position. The slide out exterior wall is fabricated to nest into a recessed wall frame structure when in the closed position.	
5.3	**Expandable Section Mounting** The expandable section will be supported from 4" steel "I" beams hanger system with 3" roller bearings and heavy-duty arms roof mounted. Floor mounting shall not be acceptable.	
5.4	**Slide Out Mechanism:** Air cylinders that deploy the expandable section shall be mounted in the ceiling section of the body. An RV style canopy, SOKIII, constructed of aluminum with vinyl awning shall be installed above the slide out section. Color TBD at pre-construction.	
5.5	**Slide Out Cable Management System:** The slide out cable management Chain way system is designed into the slide out overhead support mechanism. Chain way: Multi-link expandable cable management track. This allows the entire wiring harness to move in and out as the slide out is deployed without over bending of wires, which prevents wire breakage from bending movements. 	

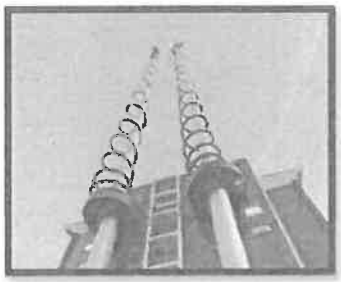
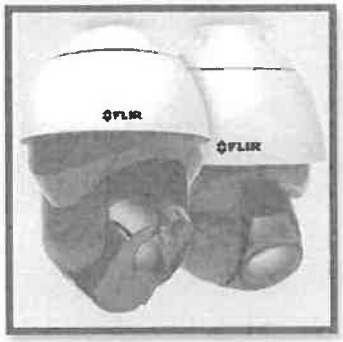
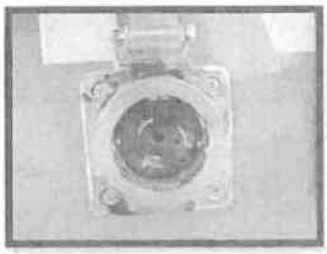
6.0	EXTERIOR COMPONENTS	
6.1	**Awning** One (1) color coordinated electric awning over entrance. Color TBD at pre-construction. 	
6.2	**360° View Camera -** One (1) Rearview Safety 360° HD camera system shall be installed on the vehicle. • Four (4) 1080p HD Cameras providing full birds eye view • 1080p Monitor • Ability to record on SD card with up to 1TB of storage 	
6.3	**Stabilizing Jacks** A set of four (4) stabilizing jacks shall be installed. These jacks will be attached to the chassis frame rails with grade 8 fasteners. Each of the Jacks will have a rating of 25,000 Lbs. Adjustable from 0" to 20".  	

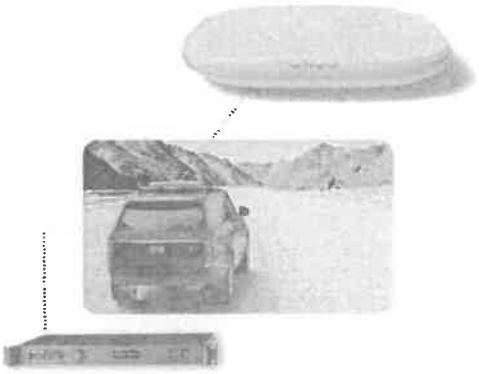
6.4	**Roof Access Ladder** One (1) roof access ladder shall be provided and fabricated as 1" x 2" x 1/8" wall aluminum tubing. Ladder rungs to be 2" x 1.062 x .125 mill finished and finished per above listed paint specifications. OPTIONAL: Bumper step.   	
6.5	**Emergency Lighting** • Six (6) Whelen Combo LED M9 Emergency/Scene lights, the two at the rear will also act as reverse lights • Six (6) Whelen warning lights • Three (3) Whelen 3"x7" LED scene lights • Two (2) Whelen ION LED grill lights • One (1) Siren w/light control • One (1) Speaker 100w • One (1) set Whelen LED tail, turn & marker lights • One (1) Whelen forward facing LED light bar mounted on an antenna platform • One (1) green mast mounted LED command strobe light • Ten (10) underbody ground lights  	

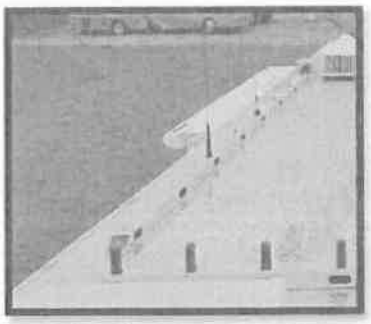
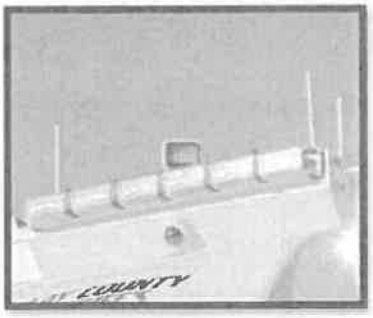
6.6	**Air Conditioning Units** Five (5) Dometic 15,000 BTU roof mounted A/C units with 5,100 BTU heat strips shall be installed with a ducted drop ceiling.  	
6.7	**A/C Brush Guards** Five (5) aluminum framed roof A/C unit brush guards shall be provided. 	
6.8	**Entry Door, Steps and Handrails** The curbside entry door shall have a fold out step which shall fold below floor level in the compartment and fold down for deployment with attachable handrails fabricated of 1 ¼" dia. Mill finish, .125 wall thickness pipe with couplings and safety pin. Fabricated with NFPA tread-plate and LED safety lights. Designed to support up to 500 lbs. 	

6.9	**Exterior Compartment Slide-Out Tray** One (1) all aluminum slide-out trays shall be included in the exterior compartment #4 as per drawing #JL-15357. Tray shall have a minumum of a 500 lbs capacity. 	
6.10	**Rear Bumper** One (1) full body width bumper shall be custom fabricated with a 1" x 3" steel frame and diamond pattern tread-plate facing and shall extend beyond the body up to 10" for protection and shall not be flush mounted. Bumper dimensions may be altered to meet the specific requirements of the vehicle 	
6.11	**Front Body Rock Guard** An aluminum diamond plate rock guard shall be installed at the lower portion of the front body wall and wrap around the front corner post. 	
6.12	**Rear Hitch** One (1) Class V hitch shall be welded to the frame of the vehicle. All trailer electrical hook ups shall be located on the body of the vehicle. Location TBD. 	

6.13	**Drip Rail** Aluminum drip rails shall be included over all compartment and entry doors. 	
6.14	**Exterior Workstation** One (1) exterior workstation shall be provided per drawings with a fold-down aluminum workstation, (1) 43" LED exterior viewed monitor and compartment, data, and electrical connections. 	
6.15	**Rear License Plate Provision** Provisions shall be provided for mounting of the license plate and tag light. 	
6.16	**Window (s)** All door and side body windows shall be 20% tinted and include black out covers. 	

6.17	**Mast System** One (1) 42' Will-Burt mast system with compressor and 1.25" nycoil.  	
6.18	**Mast Camera** One (1) FLIR Quasar 4K IR PTZ Camera • IP66 Rated • 4K Video resolution • On-Board long-range IR illumination • Continuous 360° pan and tilt rotation. • 31X optical zoom lens. • Built in lens wiper • NEMA-4X rating 	
6.19	**Outlets - Exterior** Four (4) 120VAC GFCI protected Decora outlets with weatherproof covers shall be installed on the exterior of the body, two (2) street side and two (2) curbside. 	
6.20	**Night Service** A 30 Amp night service plug shall be installed on the street side of the vehicle in a compartment. The night service power shall be determined at pre-construction. Examples of night service circuits: • Block Heater • One (1) A/C Unit • Battery Charger • One (1) Security Camera 	

6.21	**Shore Power Input and Surge Protection** • Shore power input connectors, with a rating of 120/240 VAC and 100 Amps. • A single point ground stud tied to the body and chassis. • A 25'-100 AMP cord. • Marine deck plate for security located inside the compartment.  An Intermatic IG1240RC3 surge protection device with 6 modes of surge protection (L-L, L1-N, L1-G, L2-N, L2-G, N-G) will be installed on the shore power input. This device protects the vehicle and internal electrical components from external power surges when connected to external power sources such as a building or temporary generator.	
6.22	**Comms-On-The-Move Package - OPTIONAL** Enables resilient communications-on-the-move and communications-on-the-pause. With blended connectivity and access to all available networks Saves time and money compared to managing multiple service contracts. • Flat Panel Ku-Band Satellite Antenna using OneWeb's LEO network • Blended LTE Router • LTE External Antenna • SuperGIG™ Service Plan - 250 GB • 6 x 3G/4G/LTE/LTE-A/FirstNet • Wi-Fi - Dual-band wireless (802.11 a/b/g/n/ac) • Access to AT&T, FirstNet, Verizon, T-Mobile, GEO Satellite and LEO Constellation satellite networks  • Pay only for the data used, regardless of the network it transits • Single IP address for simplified security management • Blends all available networks giving maximum possible performance • Speeds up to 500 Mbps while stationary or on-the-move **SuperGIG™ Plan** • Access to all networks • 24/7/365 support, all through a single point of contact • Singular static IP address simplifying VPN configurations and security policy • Single service plan covering all networks including satellite • Lifetime rollover - any data remaining at the end of the year, you can easily roll it over to the following year	

6.23	**Amplified TV Antenna** One (1) Shakespeare SeaWatch off air TV antenna shall be provided for local stations. 	
6.24	**Antenna Rail** One (1) roof mounted 2"x3" aluminum antenna rail (s) with side access for antenna mounts. 	
6.25	**Antenna/Lightbar Platform** One (1) custom fabricated aluminum forward mounted antenna/lightbar platform. 	
6.26	**Dome Security Cameras** Four (4) IP based, 4 migapixel H.256 exterior dome cameras shall be installed on the vehicle body at high visibility locations and one (1) NVR recorder with 4TB hard drive shall be included.  	

6.27 Vehicle Undercoating

Dual Purpose Rustproofing Compound (Black)

Chemical Name	CAS No.	Weight-%
Asphalt (at Ambient Temperature)	8052-42-4	50 - 60%
Mineral Spirits (with < 0.1% Benzene)	8052-41-3	10 - 20%
Hydrated Aluminum-Magnesium Silicate (Attapulgite)	12174-11-7	10 - 20%
Naphtha(petroleum), hydrotreated heavy	64742-48-9	0 - 10%
Alkyl Amine Acetate	28701-67-9	0 - 10%
QUARTZ	14808-60-7	0 - 10%

7.0 EXTERIOR COMPARTMENT & DOOR SPECIFICATIONS

Curbside:

1. Double door storage compartment
2. Single door storage compartment
3. Single flip-down door for entry/exit steps
4. Double door storage compartment with slide out tray
5. Single door storage compartment
6. Single flip-up door for exterior monitor compartment with 43" monitor and fold out work surface
7. Entry/exit door

Street Side:

8. Single door storage compartment
9. Single door battery compartment
10. Double door generator compartment
11. Single door compartment for black tank access
12. Double door compartment housing shore power connections
13. Single door compartment for mast compressor, jacks and mast controls
14. Single door for rack access

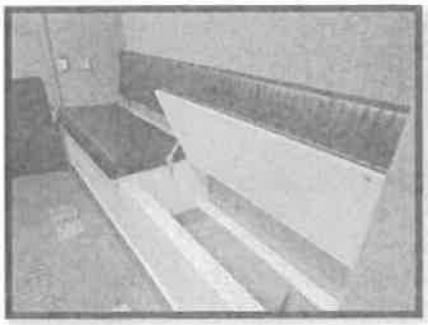
Rear

15. Water fill door

7.1 Storage Compartments

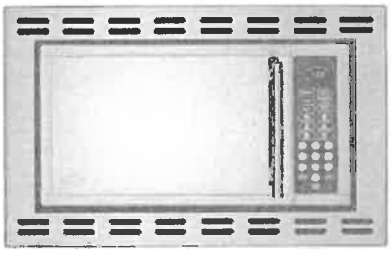
All storage compartments shall be manufactured in 0.125" welded aluminum tread plate for maximum strength, durability, and corrosion resistance. The compartment shall be "Sweep-Out" design with 2" framed doors with double seals. All doors are custom made to suit the requirements of the customer and may vary in actual size due to customer equipment requirements. Final sizes TBD at the pre-construction meeting.

7.2	**All Entry & Storage Compartment Doors** All doors will be manufactured of 0.125" aluminum extrusions and 0.125" aluminum plate welded and structured with square tubing. Personnel entry doors will be insulated with a maximum of 2" sprayed urethane foam. All doors are custom made to the customer's requirements.  The doorjamb extrusion shall be welded to the body wall structure. Two striker pins shall be installed in each entry doorjamb. A Tri-Mark all metal Chrome paddle handle shall be installed inside and out. The handles, latches and striker pins pass FMVSS 206 and comply with FMVSS 302. • **Gaskets** Passenger and compartment door gaskets shall be bulb typed, designed to match the doorjamb extrusions, and shall be extruded with material to satisfy ambient temperature extremes. There shall be no interruptions in the gasket for door locks, latches, or hinges. Gaskets shall be miter cut at the corners and sealed with "3M" weather strip adhesive. • **Hinges** All exterior hinges used for entry and compartment doors shall be stainless steel, continuous, w/3" open dimension and a ¼" diameter hinge pin. Hinge mounting holes shall be slotted to allow door adjustment in two planes. Holes shall be drilled and tapped in door and jamb extrusions to accept truss head style machine screws (stainless steel).	
8.0	INTERIOR FINISH	
8.1	**Insulation Walls & Ceiling** The vehicle body will be completely insulated with a minimum of 2" CFC-free urethane closed-cell foam sprayed insulation factor of not less than R-14. Once the foam expansion is fully cured it is then cut back to match the aluminum structure of the body and will allow for clean lines on all wall materials. All gaps and penetrations within the floor, ceiling and walls will be sealed using a 50-year sealant. 	
8.2	**Insulation Floor** Spray foam insulation shall be applied between the body frame support structures and covered on the interior with ¾" Marine Grade plywood and the finished flooring. Sheet aluminum shall be installed below the body structure and chassis frame rails to seal the insulated area.	
8.3	**Floor** All seams and screw holes will be filled with bondo and sanded smooth. The floor will be covered with commercial grade heavy duty vinyl flooring in customer's choice of color.	

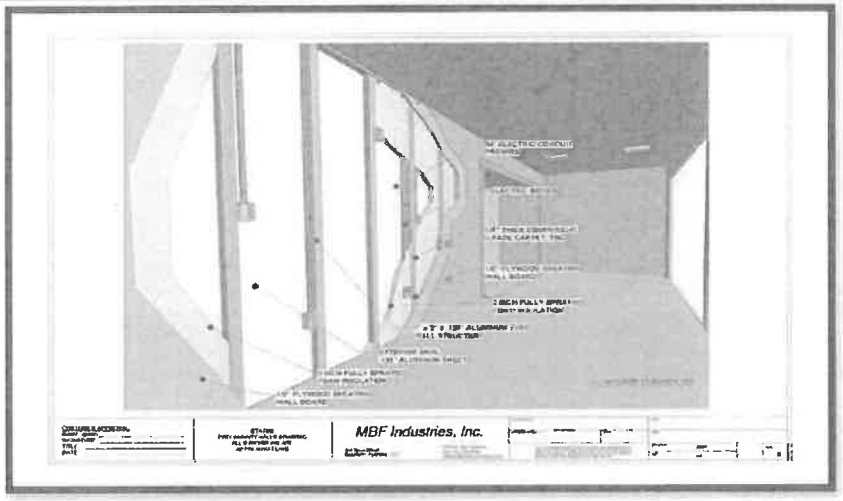
8.4	**Ceiling** The plywood shall be finished with carpet or Kemlite covering, in customer's choice of color. All voids in ceiling to be filled with 2" Urethane Closed-Cell Foam Insulation Panels(R-14).	
8.5	**Walls** Walls and ceiling to be ½" finish grade plywood screwed to the aluminum wall structure. The walls will be finished with 26 oz. carpet or Kemlite in customer's choice of color. Other finishes are utilized to meet customer requirements and where a high degree of sound insulation is required.	
8.6	**Interior Partition Walls** Interior partition walls shall be constructed out of aluminum tubing covered in plywood and wall finish. Bulkhead walls without a pocket door shall be 2" x 2" x 1/8" and with pocket doors shall be a combination of 1" x 4" x 1/8" and 1" x 1" x 1/8". Wood interior partition walls shall not be acceptable.	
8.7	**Cabinet Construction** Interior cabinets and bench seating shall be constructed of ¾" thick finish grade plywood. Cabinets shall be cut with CNC precision and screwed together. All cabinet interiors shall be finished with a white/black laminate cabinet liner. Cabinet exteriors shall be finished in "Formica" or equal vertical grade laminate in the customer's choice of color. Latches shall be flush mount Southco lever latches (positive latching). Overhead cabinet doors shall be covered with whiteboard upon request.	
8.8	**Bench Seating** Bench seating shall include foam seat and backs of firm density and materials shall meet FMV Safety Standards part 571.302 flammability of Interior materials.  Seam stitching shall be done with 8 oz. bonded nylon thread; material corners shall be squared or angled to fit precise cut of foam and shall be bonded to plywood backers with industrial grade adhesive. Stapling of fabric/vinyl to backer with industrial grade upholstery staples. Below seating storage shall be provided when noted on design drawings. All foam padding and vinyl coverings shall be of Marine Grade to prevent mold, mildew or fading.	

8.9	**Cabinets and Workstations** Storage cabinets and workstations per drawing will be provided. Overhead storage cabinets shall be installed above the base cabinets per drawings. 	
8.10	**Drawer Construction** All sides, fronts and bottoms shall be fabricated from ½" Finish Grade Plywood. The drawers shall be CNC cut with box joints and glued together to eliminate drawer separation.	
8.11	**Securing Interior** Positive lock closures for securing all drawers, tables, TV, chairs, doors, or other items within the interior of the unit will be installed.	
8.12	**Counter Tops** All work surfaces, conference tables and counter tops shall be medical grade hard-surface with a 16-hour stain resistance. A wide range of color choices and custom lighted options are available.  	
9.0	INTERIOR LIGHTING & OUTLETS	
9.1	**Interior LED Lighting** RED/WHITE Flush mounted 8" round LED lights shall be installed throughout the vehicle. These lights operate from the 12 VDC system and not require the generator or shore power. Light switch location shall be determined at the pre-construction meeting. 	
9.3	**Outlets - Interior** MBF shall maximize 120VAC Decora outlet locations at all workstations conference areas. As per customer requirements. 	

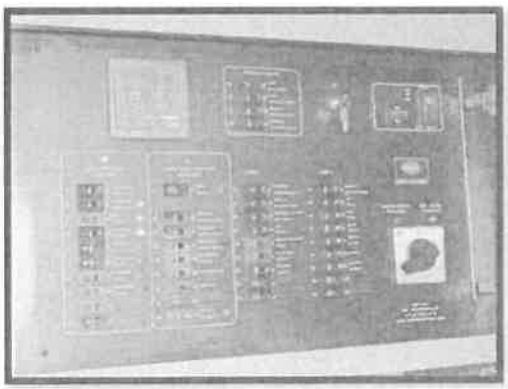
10.0	INTERIOR FITOUT	
	 	
10.1	**Front Command Area** • One (1) curbside slide out with one (1) four (4) person bench seat with storage underneath and two (2) removeable tables, one (1) large whiteboard mounted on curbside wall • One (1) bulkhead wall with pocket door with acrylic window separating Front Command Area and Center Galley Area • One (1) street side base cabinet for storage and one (1) overhead cabinet for storage • One (1) 65" One Screen touchscreen display mounted on street side wall • One (1) conference table with one (1) pop-up outlet box and four (4) roll-around chairs • One (1) event clock mounted on street side wall • One (1) street side base cabinet for storage, one (1) printer on top and one (1) overhead cabinet for storage • One (1) 43" LED display mounted on front wall • CAT6A wiring per specifications • Phone wiring per specifications • All high voltage and low voltage wiring per NEC	
10.2	**Center Galley Area** • One (1) curbside entry/exit door with window • One (1) curbside double door base cabinet with trash can on slide with two (2) drawers, one (1) counter • One (1) curbside load center cabinet mounted above • One (1) curbside galley area with one (1) Isotherm refrigerator, one (1) Keurig style coffee maker, one (1) built-in microwave overhead • One (1) insulated bulkhead wall with solid swing door with acrylic window separating Center Galley area and Rear HNT Area • One (1) interior door to street side restroom consisting of one (1) sink with base cabinet, one (1) overhead cabinet for storage, one (1) RV style toilet, one (1) power roof vent, one (1) mirror, one (1) TP holder • One (1) Mid-Atlantic 40RU equipment rack with removeable door located on street side • Two (2) RED lights with light switch installed in ceiling, one (1) at Front Command Area door and one (1) at Rear HNT Area door indicating meeting in progress • CAT6A wiring per specifications • Phone wiring per specifications • All high voltage and low voltage wiring per NEC	

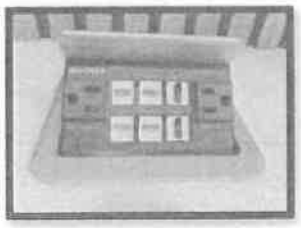
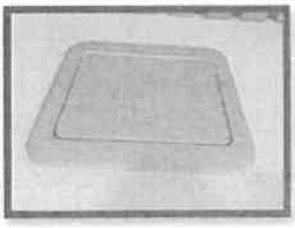
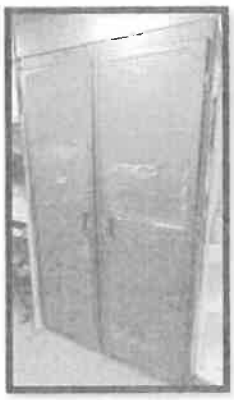
10.3	**Rear HNT Area** • One (1) curbside base cabinet for storage and one (1) overhead cabinet for storage • One (1) whiteboard mounted on curbside wall • One (1) event clock mounted on rear wall • One (1) 55" LED display mounted on rear wall • One (1) conference table with two (2) roll-around chairs located on curbside of table • One (1) street side three (3) person bench seat with storage underneath • CAT6A wiring per specifications. • Phone wiring per specifications. • All high voltage and low voltage wiring per NEC.	
11.0	INTERIOR COMPONENTS	
11.1	**Refrigerator** An Isotherm model# 18818252 AC/DC refrigerator shall be included, color matching the interior. 	
11.2	**Microwave** A small Stainless-Steel microwave shall be installed in an overhead cabinet at the galley station. 	
11.3	**Coffee Maker** One (1) Keurig coffee maker shall be included in the galley area as per drawings.	
12.0	STANDARD EQUIPMENT	
	• Two (2) five (5) pound ABC fire extinguishers shall be strategically located throughout the vehicle. • A set of three (3) reflective safety triangles in a case and road flares will be shipped with the vehicle. • All vehicle manuals will be placed in an indexed black folder, clearly labeled and placed in a clear bucket, along with larger parts.	

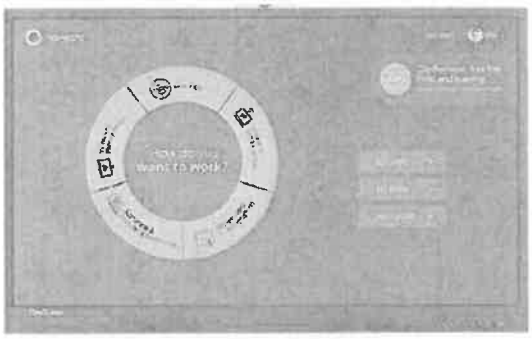
13.0 ELECTRICAL & POWER SYSTEMS



13.1	**12 VDC Wiring** Proper wire sizes shall be determined for each circuit. All 12 VDC wiring shall be color coded and routed through high temperature split loom cable covers. Wire protection shall be included throughout the vehicle.	
13.2	**Battery System** The vehicle shall be equipped with a dual battery system. The auxiliary battery selected to support the conversion load shall be a group 8-D AGM with a rating of 1450 CCA and 245 Amp hours.	
13.3	**Auxiliary Battery Disconnect Switch** Located in the battery compartment, this switch is utilized when the vehicle is in prolonged storage to prevent battery drainage. • Amp Rating: 500A • Max Volts: 48V • Temp. Range: -58°F (-50°C) to 221°F (105°C) • Ignition protection to SAE J1171 and ISO 8846 for installation in a battery box of on vehicles carrying hazardous loads 	
13.4	**Battery Paralleling - Battery Boost -Emergency Start Switch** A dash-controlled system shall be provided to parallel the main and auxiliary batteries for increased engine cranking capability. The jump switch shall be located at the driver's position.	

13.5	**Power Converter** One (1) 120 VAC to 12 VDC power converter shall be provided to support the 12 VDC electrical load and charge the batteries during generator or shore power operation. The minimum rating for the converter shall be 80 Amps.	
13.6	**120 VAC Wiring** Wire sizes shall be determined for each circuit based on circuit load. All Wires used in the vehicle will be copper. All wiring shall be installed in accordance with the NFPA 1901 & (NEC) National Electric Code.	
13.7	**Generator - DuraWatt** One (1) 20KW 120/240VAC 60Hz Durawatt water-cooled Isuzu diesel powered generator shall be provided. The entire compartment will be sound proofed to attenuate noise to the maximum degree possible. **A. Block and Pan Heater** The generator shall be equipped with an engine block heater. **B. Shut Down System** The generator shall be equipped with sensors that will activate the generator shut down system on low oil pressure and high-water temperature. **C. Remote Start** The generator shall include a remote Start/Stop Preheat switch and hour meter located in the vehicle power distribution panel. **D. Fuel Supply** Fuel supply for the generator shall be from the chassis fuel tank. The system shall be designed and installed to leave a minimum of ten gallons of fuel in the tank when the generator runs out fuel.	
13.8	**Load Center Panel** Shall consist of a custom anodized aluminum panel equipped with: • Carling style circuit breakers for both 120 VAC and 12 VDC applications. • A power transfer switch for selection of either generator or shore power. • Meters for monitoring voltage, amperage, and frequency. • An audible over-voltage alarm to sense and warn of irregular voltage from either source. 	

14.0	COMMUNICATION ITEMS	
	• During the pre-wire phase MBF will install all necessary wiring and cables for satellite, phone, data, audio, video, intercom, radios, and types of systems per these specifications. • Some systems such as microwave receivers or custom V-SAT antennas may require custom cables and are not included as a part or standard pre-wire preparation. • All generic nycoil systems are arranged at pre-wire utilizing our stock type of cables and does not include any custom or special-order cables that may be required. • Any mast head mounted equipment or devices shall be approved by MBF in advance to insure appropriate nycoil utilization. • MBF shall provide cable access points in the body for future cable runs.	
14.1	**Communication Wiring** Recessed power supply and A/V/C shall be provided at the conference table. TBD at Pre-construction.  	
14.2	**Communication Equipment Rack** The Middle-Atlantic frame is specifically designed to give a universal mounting platform for all standard-sized 19" rack mountable devices. • Weight capacity up to 1050 lbs. • Height is 40RU (rack units) or 76.13 inches • Width is 22 inches • Depth is 31.4 inches • Able to meet most major manufacturers' specifications for mounting requirements with CAT6A cable throughout the vehicle for communication cables • The rack will have air duct vent on top to provide ample air ventilation • Vented door rack with lock • Rear of racks will be lighted 	
14.3	**Roof Mounted Antenna (s)** Antenna rails on the roof shall be the access point to communicate via RF patch panel with the radios. Antenna positions TBD as needed for the design requirements.	

14.4	**Wire Chase Management** Wire and cable raceway shall be provided overhead for easy access. Interior ceiling access points shall be provided in the drop ceiling for accessing and running future cables.	
14.5	**Patch Panel** One (1) Panduit or equal patch panel provided as required per equipment.	
14.6	**Individual Workstation Connections** Each workstation shall be provided with wall mounted data, phone, and electrical connections. Specific requirements & locations to be determined during the preconstruction meeting.	
14.7	**Cellular Communication Package** A compatible cellular communication package shall be installed on this vehicle. The communication equipment is able to work with virtually any carrier in the event of a change. • Carrier(s) sim card to be provided to MBF	
14.8	**OneScreen** Present, annotate and collaborate on a giant tablet with meeting participants in the room and around the world. A Onescreen puts everything you need to visually present, capture and share ideas at your fingertips - all integrated into a single, cost-effective device. Onescreen streamlines meetings and allows people to communicate clearly to get the job done fast. You will bridge communication gaps, save time and money on travel, and never look back. **Key Features** • Advanced multi-touch high definition 65-inch display • Flexible and expandable with built-in Windows PC • Digital interactive whiteboard and document annotation • Business-class video conferencing • Share, view and control from your tablet or smartphone • Full copy of Microsoft® Office ensures file compatibility 	

15.0 SPECIAL EQUIPMENT PACKAGE - Special equipment not listed previously.

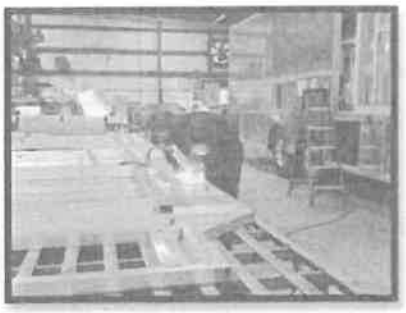
15.1 All items not listed within these specifications are considered **Customer Supplied**

Qty	MFG	Model	Description
1	Mid Atlantic	MRK-4031LRD	40RU Rack
1	Whelen	F45PC	45", Non-Frosted Lens Fluorent Plus™ Series
1	Mid Atlantic	PD-2020R-NS	Power Strip (Horz)
1	Mid Atlantic	LVFD-40	Mesh Vent Rack Door (40U) 64% Open
1	TrippLite	SU3000RTXLCD 2U	3000VA 2700W 120V Double-Conversion UPS - 7 Outlets, Extended Run, Network Card Option, LCD, USB, DB9, 2U Rack/Tower
1	CradlePoint	BFA1-30005GB-GN	5G-optimized enterprise branch router w/ GPS
1	RF MAX	RBDM-G55WW-17-SSSRR-B	WHITE 5-in-1 Antenna: MiMo 5G, MiMo WiFi & GPS/GNSS for 5G/4G/LTE Cellular Routers
1	RF MAX	RBMM-55-SS-17	2x2 w SMA male 5G LTE antenna
450	Times Microwave	LMR-240	Cabling
16	MISC		RF Connectors
1	Netgear	GSM4352PB-100NES	NETGEAR 48-Port Fully Managed Switch M4300-52G-PoE+ and shipping
2	Panduit	CPPL24WBL	24 Port Data Patch Panel
96	Panduit	CJ6X88TGBU	Cat 6A UTP RJ45 TG Jack Module
48	Panduit	CMBWH-X	WHITE BLANK
2400	Belden	10GXW13	CAT6A, UTP, 4 Pair, 23 AWG, Solid, Bare Copper, 0.25" O.D.
24	Panduit	CFG4WH	WHT 4 POS FRAME
1	Optiview	NVR8P84K-1-NCV	8 CHANNEL 8 POE 4K NVR w/ 1x4TB HDD
5	Optiview	IP4MIADLP-28AI-NCV	4MP Armor Dome Camera w/ Analytics
240	Belden	10GXW13	CAT6A, UTP, 4 Pair, 23 AWG, Solid, Bare Copper, 0.25" O.D.
1	Mid Atlantic	U1V	UTILITY RACKSHELF, 1 RU, 10.4"D, VENTED

1	FLIR	CP-6408-31-I	FLIR-8 MEGAPIXEL 4K IR OUTDOOR NETWORK IR PTZ CAMERA WITH 31X LENS
1	FLIR	CP-POE-4P-60W-US	INLINE 60W POE INJECTOR, US POWER CORD - NCNR
1	FLIR	CX-ELBX-G3	Wall Mount Bracket Junction Box for PTZ Camera
1	PTZOptics	PT-SUPERJOY-G1	SuperJoy NDI|HX/IP & Serial PTZ Camera Joystick Controller
1	Kiloview	D350	4K H.265/H.264 IP Video Decoder
1	Mid Atlantic	U1V	UTILITY RACKSHELF, 1 RU, 10.4"D, VENTED
1	Shakespeare	3004	SeaWatch Off Air Antenna
1	Shakesphere	4710	SS Mounting Flange
2	Quest	VSP-1320	3 WAY 900 MHZ STANDARD SPLITTER
1	OneScreen	T7-65	65' 4K UHD Touchscreen Commercial Grade LED Panel w/Android 13 OS Zero-bonding Gen 2 IR touch w/ pressure sensitive IR 8-array built-in microphones, 25W subwoofer and 20W speakers
		PC i7	Intel Core i7 CPU, 16GB RAM, 256GB SSD, 4K resolution -Slot-in PC for OneScreen TL7-Windows 11 Pro
		SnapCam 2	OneScreen SnapCam 2
		Shipping	
1	KanexPro	EXT-USB250M	USB 2.0 Over Cat 5e/6 Extender Set (164')
1	Sealoc	WLCSSQ7F-43	weatherloc® treated Samsung Q7F Series QLED 4K Vision AI Smart TV VESA 200x200
2	Crimson AV	VW4600	all Mount with Latch Release Mechanism for 37" – 60"+ TV's, Weight Capacity 200lb
1	Samsung	QN43Q7FAAFXZA	43" 4K HDR Smart QLED TV
1	Samsung	QN55Q7FAAFXZA	55" 4K HDR Smart QLED TV
2	Peerless	SF660P	SmartMount Universal Flat Wall Mount for 39" to 80" Monitor
1	DVIGear	Training	Online DisplayNet Product Training for Customer
1	DVIGear	DNS-20	DisplayNet Server
1	DVIGear	DN-100-RMK	Rack Mount Kit for DN-100 / DN-200 Series
6	DVIGear	DN-300T	DisplayNet SDVoE Transceiver

1	DVIGear	DN-300-RMK	Rack Mount Kit for DN-300 (4x)
1	MBF	ENG LABOR	Design and Setup
1	Netgear	PR460X-111NAS	PR460X 6-Port 10G / 2.5G Dual-WAN Pro Router
1	Netgear	XSM4316S-100NES	M4300-8X8F 8-Port RJ45 & 8-Port SFP+ 10G Managed Network Switch
6	FS.COM	VARIOUS LENGTHS	LC UPC to LC UPC, Duplex, 2 Fibers, Multimode (OM3), Riser (OFNR), 2.0mm, Tight-Buffered, Aqua
12	FS.COM	SFP-10GLRM-31	NETGEAR AXM763 Compatible 10GBASE-LRM SFP+ 1310nm 220m DOM Duplex LC/UPC MMF/SMF Optical Transceiver Module
1	Excelsys	XLB-01	CONFIG POWER CHASSIS 200W 4 SLOT
1	Excelsys	XG3	CONFIG DC PWR MOD 12V(6.0-15.0V)
1	FeelWorld	P173-9HSD-RM	17.3" 1920x1080 Rackmount Monitor
13	Cables2Go	HDMI 4k 60Hz	Performance Series Ultra Flexible HDMI
1	DVIGear	DVI-7570	4K HDMI CAT6 Extender
1	FSR	T3U-3R-BLK	Popup 6x Configurable (2x data, 1x hdmi, 1x usb)
2	RCI	DM-WP-01	2x Mini-Com Punch, 1x HDMI - 1 Gang Black Anodized Engraved Wallplate
8	L-COM	ANM-1508	N MALE
8	Laird	MABTO	NMO Mount
8	Laird	QWRC	NMO Rain Cover
1	RCI	APP-2-8-N	2RU 8 Port Panel with engraving and N connectors (NO Lightning Protection)
500	Times Microwave	LMR-240	Cabling
1	Nycoil	1.25"	Loadout:TBD (Standard:3x CAT6a, 2x LMR-240, 1x 1855a, Multiconductor, Power, Ground)
1	MBF	Mast Head	Equipment: FLIR PTZ Camera, Off-air, Beacon, TBD
2	Neutrik	NE8FDX-Y6-W	D-shape CAT6A panel connector, shielded, IDC termination with rubber sealing, IP65 when mated, nickel housing
1	MBF	Prewire	

16.0	**ALARM SYSTEM**	
16.1	**Alarms** The vehicle shall have a hardwired smoke & CO detector with 9V battery backup in each room.	
16.2	**Warning System** All points of entry doors, jacks, awnings, satellite dishes, slide-outs and any other external compartments shall be wired to a warning system. This warning system will activate when any of the connected devices are in the deployed position and will sound a loud alarm and an indicator light will flash if the parking brake is released until they are put into their stowed position. 	
17.0	**MANUFACTURER QUALIFICATIONS & QUALTY CONTROL**	
17.1	**Single Source Manufacturing** A single source manufacturer of the vehicle drawings, engineering, structural fabrication, body fabrication, body components, interior conversion, electrical, audio, video, communication, and integration shall be required to minimize potential warranty issues and security risks. Body shall be fabricated as a shell unit, including slide outs, independently of the chassis before mounting. Body shall be fabricated in a method to allow re-mounting of the completed body to a new chassis, if necessary.	
17.2	**Past Performance** Vendor shall be required to provide body fabrication shop drawings, work in process pictures and completed unit pictures with references for five (5) projects completed within the past two (2) years utilizing the identified fabrication method. Minimum of 15 References with contact person, project description, location, and email address. Exception requests shall be submitted in writing 7 days prior to closing.	
17.3	**DOT Regulation** Manufacturer shall supply accurate independent wheel weights, front axle weight, rear axle weight and total GVW (Gross Vehicle Weight) with an approved scale system.	
17.4	**Vehicle Weight distribution** The manufacturer shall provide total weight distribution calculations showing the as built front, rear, and total estimated weight of the proposed vehicle. Three (3) references of similar vehicles utilizing a "Re-Mountable Body©" shall be provided and included.	

17.5	**Welding Standards** All welding shall be performed in accordance with the applicable requirements of the latest codes, rules, or specifications to the American Welding Society. • AWS D1.1 Structural Welding Code - Steel • AWS D1.2 Structural Welding Code - Aluminum  Tensile Strength testing provided upon request by an AWS Certified Inspector.	
17.6	**Design and Engineering** The manufacturer shall have; **On Staff**, design and engineering departments that are solely dedicated to the commercial heavy-duty mobile industry. **Pre-contract QC:** Senior construction engineers review the preliminary drawings to ensure MBF quality standards are enforced prior to customer acceptance of the drawings. **Post Contract:** A detailed review of the drawings and specifications are conducted with the VP of Operations, engineer, lead senior engineer and the project manager. **Pre-construction Meeting:** The MBF project management team assigned to each project shall be in attendance, which shall include the VP of Finance and Operations, Electrical Engineering Department, Network Engineering Department, Project Engineer, and the Lead Senior Engineer. With the customer's input, we will solidify any additions, deletions, or changes and complete one final review of the chassis' wheelbase, engine HP, GVWR, fuel capacity, cab style, interior layout, brakes, etc. The MBF body configuration, structural integrity, (using Autodesk AutoCAD current version) overall vehicle construction of roof, walls, floors, slide out assemblies, HVAC layout and interior walls to ensure complete vehicle coverage are also reviewed. Plus, the customer shall be provided a full set of Electrical Engineered drawings, Network Engineering drawings and MBF shall submit the final drawings for customers "sign off." **Construction QC:** Daily visual inspections and ***Quality Assurance*** checklist shall be conducted by the QC managers in each department and during each phase of construction of the vehicle. This includes a daily inspection of product specified materials; fabrication progress, dimensional accuracy and that the overall vehicle specifications are being followed. Ongoing production photos are provided as a courtesy to every customer. (Quality Assurance checklist provided upon request)	

17.7	**Electrical Engineering** The manufacture shall have; **On Staff**, a design and electrical engineering department that is solely dedicated to the commercial heavy-duty mobile industry. **Quality Control Measures:** With each design, the electrical engineer provides calculated power usage, load calculations and provides peer reviewed detailed drawings of the entire vehicles power supply. **Electrical circuit testing:** MBF voluntarily complies with the industry standards for NFPA and NEC for mobile market products. During construction of the vehicles, our electrical circuits undergo initial phase resistance testing to ensure continuity and absence of circuit damage or fault during installation and before closing the interior vehicle envelope. Once the interior walls are installed, incremental intermediate phase testing occurs as circuits are terminated in outlets, fixtures, and lighting elements. Once the vehicle reaches final phase and the electrical infrastructure is complete, incremental testing, metering and load initialization occur to further certify all aspects of the power systems. Once the systems have passed this phase of testing, MBF undertakes monitored load and duration testing of shore system circuits as well as generator systems to ensure that the vehicle has accrued sufficient time in testing prior to vehicle delivery. Details covered in section 8.0	
17.8	**Communication and Network (Integration) Engineering** The manufacturer shall have; On Staff, communication and engineering departments that are solely dedicated to the commercial heavy-duty mobile industry. **Quality Control Measures:** With each design, the Integration Engineer provides detailed drawings of the communication cabling, data, control, and audio/video systems based on client requirements, direction, and budget. **Equipment Testing:** Intake and inventory of all purchased and Customer Furnished Equipment Bench test of all components Configuration of all equipment for system operations Labeling of all equipment. **Cable Testing and Certifications** **AV Cable Testing:** Resistance Continuity Signal Integrity **Data Cable Certification:** Wire Map Bandwidth Certification **RF Cable Testing:** Resistance Continuity	

- Sweeps and Certification*
  * On an as-needed basis, Vendor will, at the request of the client, coordinate with a trusted vendor to perform higher level RF sweeps to certify our vehicles to the customer's specific RF requirements.

Integration Certifications Held: In the highly competitive AV industry, education, training, and certification are important to the success of both individuals and companies. Like a professional license, certification instills confidence through reliable evidence of a critical set of knowledge and skills. Acquired fluency and expertise in any field saves valuable time and money, and ensures a higher level of customer service and satisfaction.

CTS: Individuals, companies, and customers have always recognized the CTS® certification for its credibility and integrity. In pro AV the Certified Technology Specialist™ (CTS) program is the leading professional credential with more than 13,000 CTS holders worldwide. And because it is ANSI-accredited to the ISO 17024 standard, you can be assured it meets the highest standards for demonstrating and verifying you or your team's skill set. CTS certifications are awarded for a period of three years. To maintain your certification, you must complete minimum levels of continuing education during each three-year period and must reaffirm your commitment to the CTS Code of Ethics and Conduct.

EAVA: The Extron Certification program is for AV professionals who wish to advance their knowledge of AV system technology, design, and configuration. The program consists of online and instructor-led training components and provides system integrators, installers, and consultants an opportunity to learn new skills, validate their skills, and gain a better understanding of the latest technologies and solutions.

Extron CERTIFIED
XTP Systems Design Engineer

CP CNA: The *Network Professional* level offers more of an in-depth view of Cradlepoint devices and again caters to sales engineers, support staff and those installing and managing our products. The course contains information about the advanced configuration, management, and monitoring of Cradlepoint devices and services, including more details on routing protocols, VPNs, security, third-party applications, ECM and Wi-Fi configuration.

17.9 **After Sale Service & Warranty**



Should the need arise, **All** service and warranty issues shall be submitted to MBF Industries, Inc. MBF shall provide national service coverage for all parts of the vehicle. Manufacturer must provide 24-hour access to resolve in action solutions for safe vehicle operations and vital communication requirements.

17.10	**Industry Recognized Up-Fitter** MBF is a worldwide supplier of custom-built specialty vehicles and is recognized as an upfitter by some of the most popular brands available in the market place. **Available Chassis/Trailer** MBF utilizes all major brands of trucks and trailers. Plus, we have the capabilities to offer upfits for your vehicle and overseas models as well. • Freightliner • International • Kenworth • Peterbilt • Western Star • Hino • Mack • Mercedes • Ford • Ram • Chevrolet • Volvo • Isuzu • Great Dane • ATC • Craftsmen • Bluebird • Mitsubishi • Prevost • GM	
17.11	**Freightliner Up-Fitter** MBF is an audited, certified, and approved manufacturer and body builder utilizing Freightliner chassis for both domestic and export markets. **Certification Data Code:** AF3-2F5 **Freightliner Certification:** # 73815	
17.12	**NFPA 1901** **MBF recognizes all safety standards written with-in the NFPA 1901** NFPA® 1901 Standard for Automotive Fire Apparatus 2009 Edition NFPA, 1 Batterymarch Park, Quincy, MA 02169-7471 An International Codes and Standards Organization	
17.13	**NFPA 70** **MBF recognizes all safety standards written with-in the NFPA 70 Electrical Code.** NFPA® 70 National Electrical Code® 2014 Edition NFPA, 1 Batterymarch Park, Quincy, MA 02169-7471 An International Codes and Standards Organization	
18.0	DELIVERY	
	Vehicle pick up at MBF Plant in Sanford, FL The estimated build time for this project is approximately 15-18 months Registration fees are not included if the vehicle is to be registered in the state of Florida.	

19.0 TRAINING

Training to be conducted at MBF Industries, Inc. Sanford, Fl. at no additional charge unless otherwise specified.



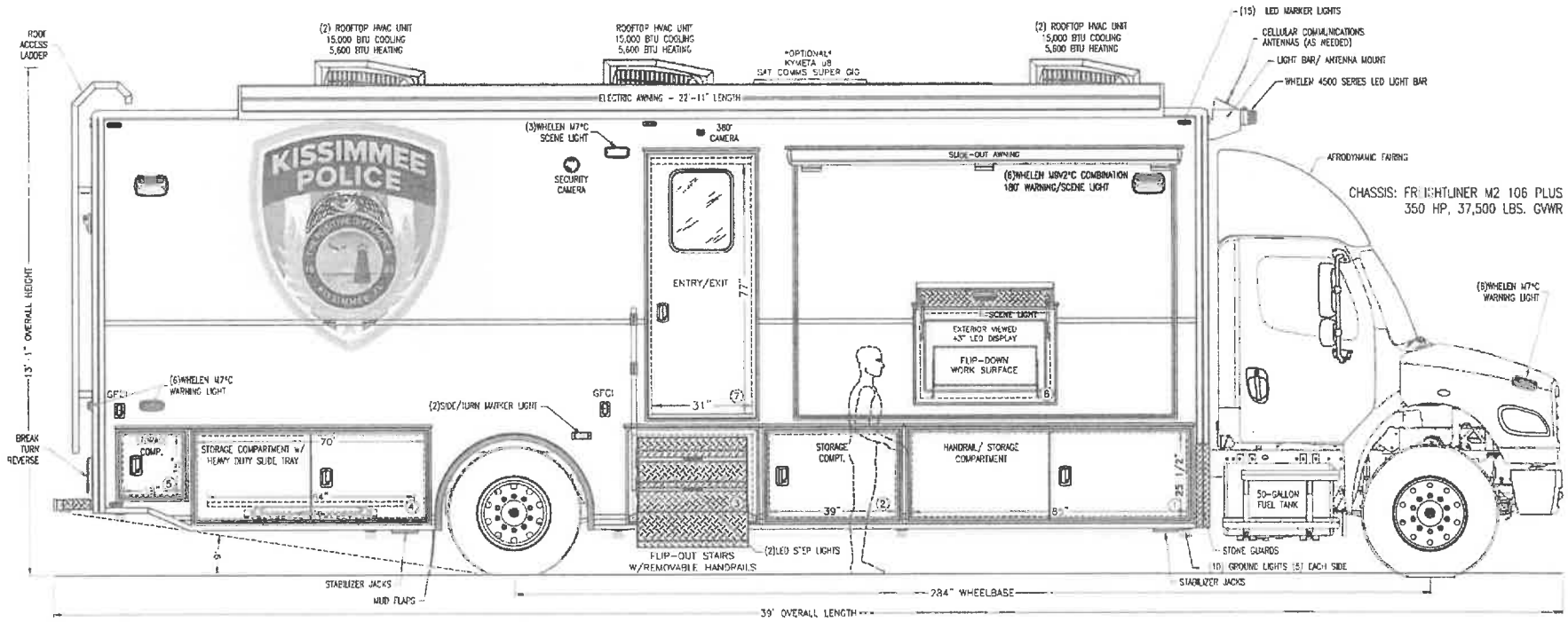
20.0 PROJECT MANAGEMENT SCHEDULE

Most projects typically utilize three (3) project meetings. Meetings shall be held at MBF Industries, Inc. Sanford, Fl. unless otherwise specified. Transportation shall be provided by the customer.

- **Preconstruction** (6-8 hours)
  Typically, we invite 3-4 people to attend the meeting from your agency
  1. Project Manager
  2. IT Representative
  3. Fleet Manager
  4. Vehicle Operator
- **Pre-wire** (1-2 hours)
  1. IT Representative
  2. Project Manager
- **Final inspection** (4-6 hours)
  1. Project Manager
  2. IT Representative
  3. Vehicle Operator
  4. Authorized Signer for paperwork

- During the process, and once the building starts, MBF shall send monthly updates and photographs of the project status. For each visit, MBF shall provide complete access to the Project Manager and the team assigned to the project as well as the vehicle in production. All visits shall be scheduled with MBF's "CSA" (Customer Service Administrator) and agendas/goals shall be submitted to the customer 10 days prior to meeting dates.

21.0	APPLICABLE TAXES & FEES	
	Your company or agency may be subject to **sales** tax or **F.E.T.** taxes. Please consult with your MBF representative to ensure accurate information. • Trucks over 33,000 lbs. may be subject for F.E.T. • Trailers over 26,000 lbs. may be subject to F.E.T. Design changes beyond the pre-construction meeting are subject to change order fees. All change orders shall be billed on the final invoice. Should items become obsolete during the build process, MBF will make every effort to substitute an equal item of the same value. However, should there be a large price difference in either direction, MBF shall apply the difference to the final invoice. Government mandated changes that would affect the price of raw materials, parts or emission standards of the vehicle while in production may affect the final invoice and the customer shall be notified in writing as well as verbal communication should something arise. All mandates shall be supplied to the end user upon receipt by MBF.	



PRELIMINARY PROPOSAL DRAWING

*All dimensions are approximations.

MBF Industries, Inc.

ENGINEERED FOR LIFE

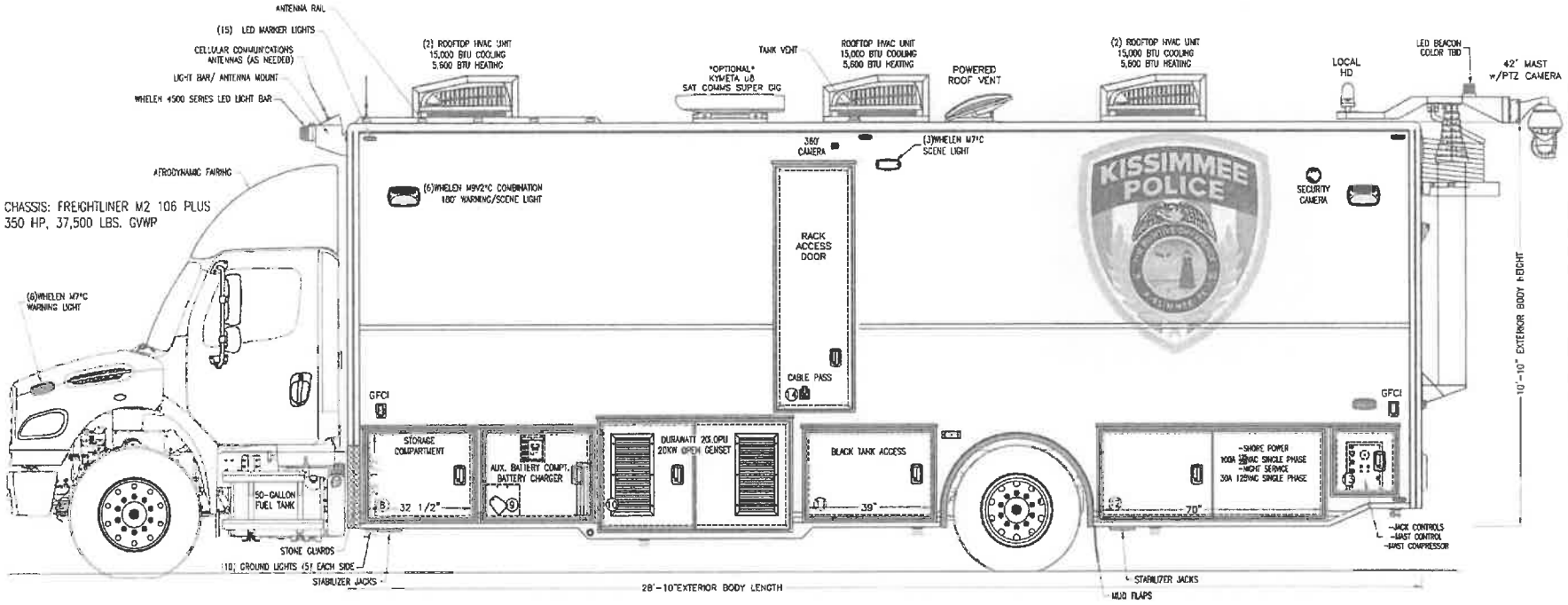
210 TECH DRIVE
SANFORD, FL 32771

www.MBFIndustries.com

P: 407-323-9414
F: 407-330-2088

DRAWING NUMBER:	JL-15357
DRAWING TYPE:	PROPOSAL
DATE:	6/19/2025
VEHICLE TYPE:	FREIGHTLINER M2 106 PLUS
TITLE:	KISSIMMEE PD MCC/ HNT
VIEW:	CURB SIDE ELEVATION
DRAWN BY:	JEL
SCALE:	NTS
SIZE:	B
SHEET:	1 OF 5

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PRELIMINARY PROPOSAL DRAWING

*All dimensions are approximations.

MBF Industries, Inc.

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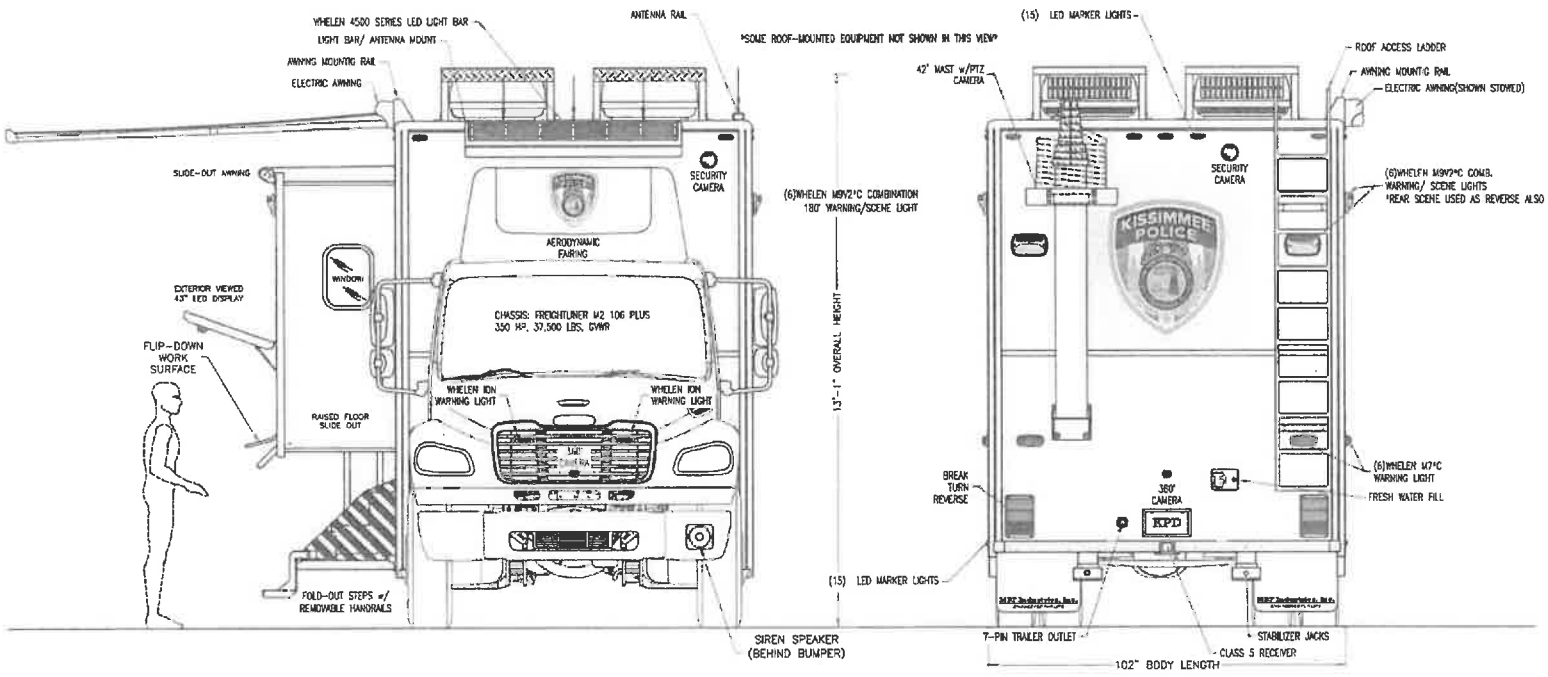
210 TECH DRIVE
SANFORD, FL 32771

www.MBFIndustries.com

P: 407-323-9414
F: 407-330-2068

DRAWING NUMBER:	JL-15357	TITLE:	KISSIMMEE PD MCC/ HNT
DRAWING TYPE: PROPOSAL	DATE: 6/19/2025		
VEHICLE TYPE:	FREIGHTLINER M2 106 PLUS	VIEW:	STREET SIDE ELEVATION
DRAWN BY:	JEL	SCALE:	NTS
SHEET:	2 OF 5	SIZE:	B

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PRELIMINARY PROPOSAL DRAWING

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MBF Industries, Inc.

ENGINEERED FOR LIFE

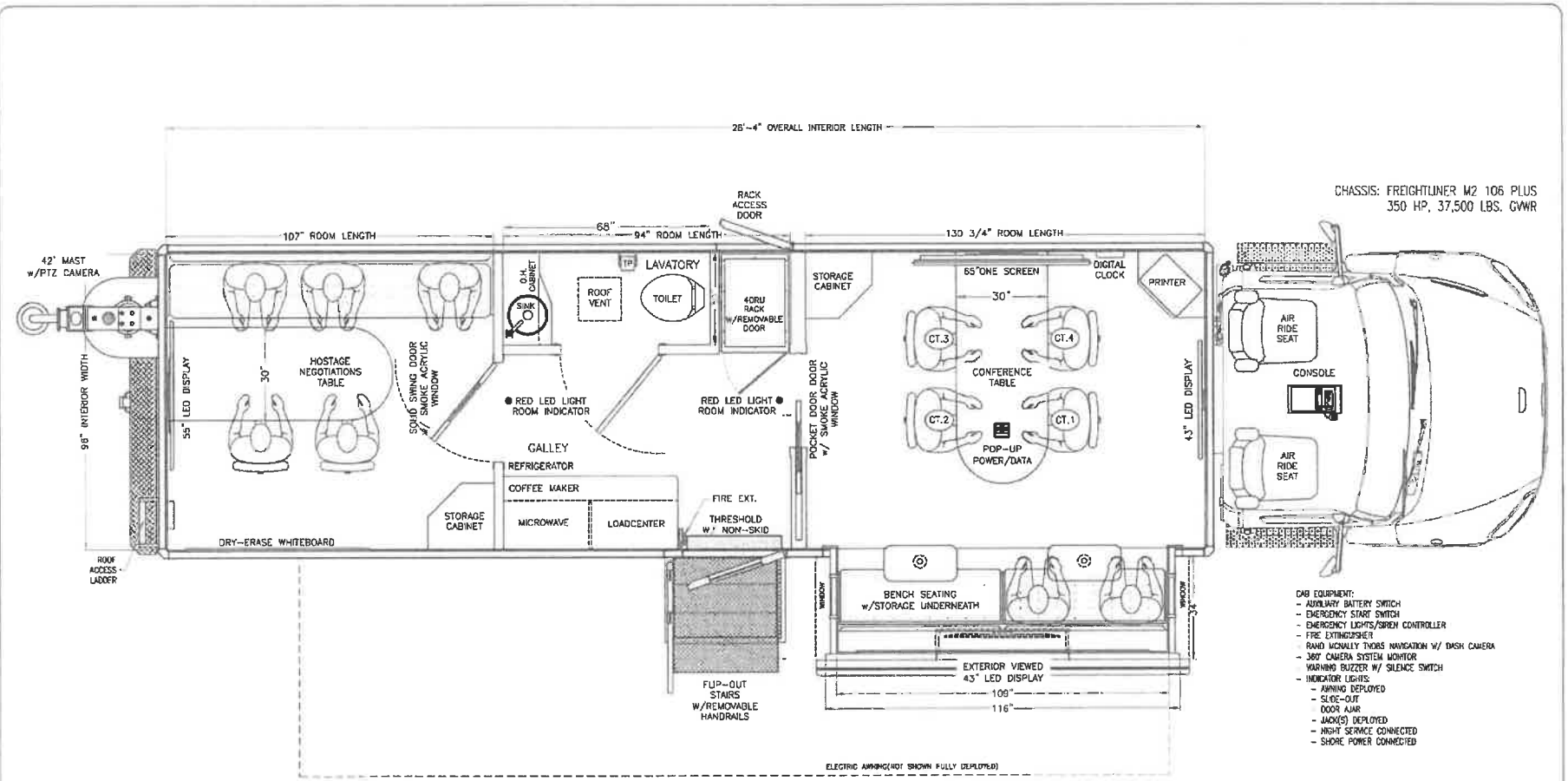
210 TECH DRIVE
SANFORD, FL 32771

www.MBFIndustries.com

P: 407-323-9414
F: 407-330-2068

DRAWING NUMBER:	JL-15357
DRAWING TYPE:	PROPOSAL
DATE:	6/19/2025
VEHICLE TYPE:	FREIGHTLINER M2 106 PLUS
TITLE:	KISSIMMEE PD MCC/ HNT
VIEW:	FRONT & REAR ELEVATIONS
DRAWN BY:	JEL
SCALE:	NTS
SIZE:	B
SHEET:	3 OF 5

These drawings and/or specifications are the proprietary property and trade secrets of MBF Ind, and are issued in strict confidence. No reproduction or use shall be made without prior written consent of MBF Ind.



PRELIMINARY PROPOSAL DRAWING

*All dimensions are approximations.

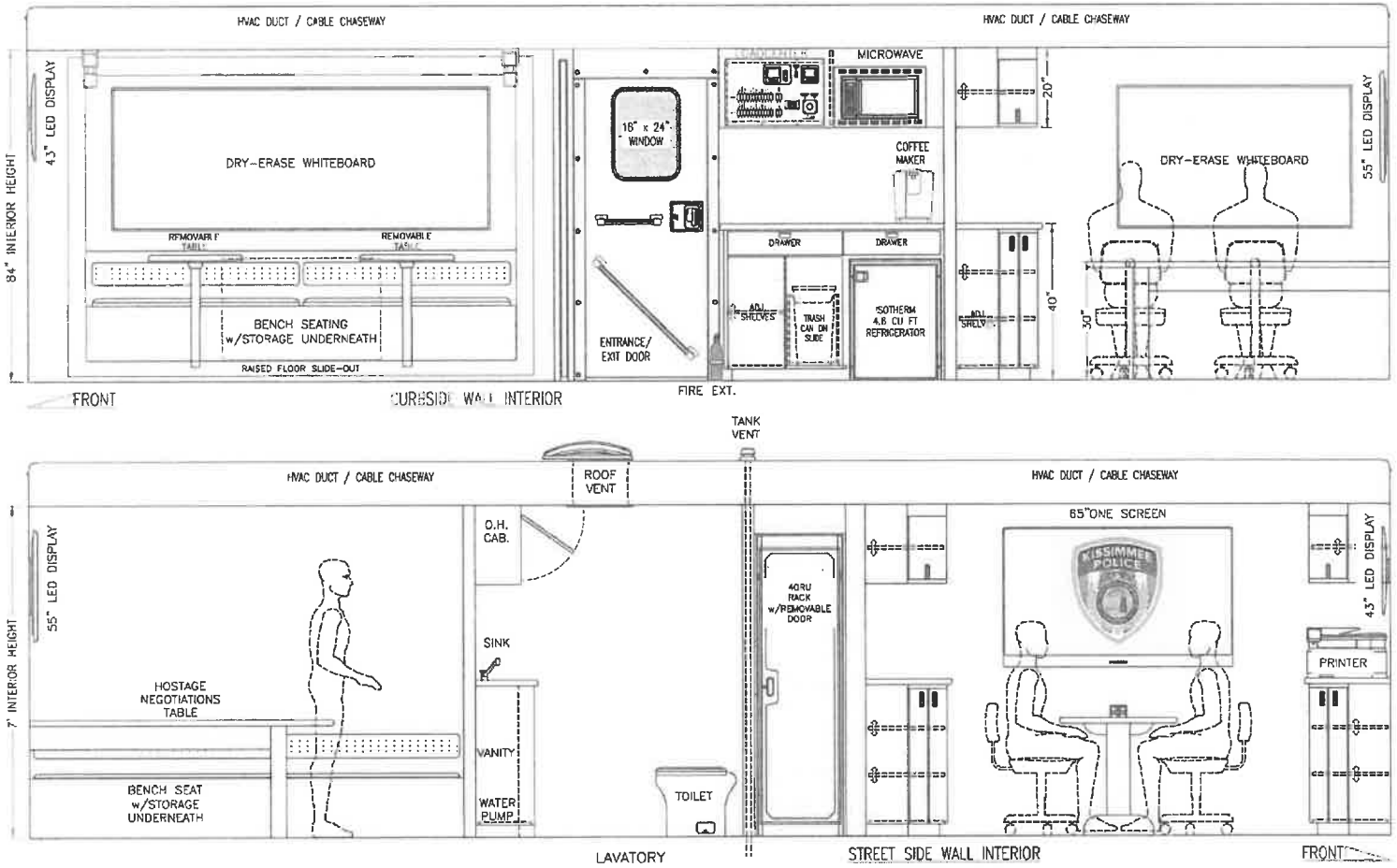
MBF Industries, Inc.

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210 TECH DRIVE
SANFORD, FL 32771
www.MBFIndustries.com
P: 407-323-9414
F: 407-330-2088

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DRAWING NUMBER:	JL-15357	TITLE:	KISSIMMEE PD MCC/ HNT
DRAWING TYPE: PROPOSAL	DATE: 6/19/2025		
VEHICLE TYPE:	FREIGHTLINER M2 106 PLUS	VIEW:	FLOOR PLAN
DRAWN BY:	JEL	SCALE: NTS	SIZE: B
SHEET:	4 OF 5		



PRELIMINARY PROPOSAL DRAWING

*All dimensions are approximations.

MBF Industries, Inc.

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210 TECH DRIVE
SANFORD, FL 32771

www.MBFIndustries.com

P: 407-323-9414
F: 407-330-2068

DRAWING NUMBER:	JL-15357	TITLE:	KISSIMMEE PD MCC/ HNT
DRAWING TYPE: PROPOSAL	DATE: 6/19/2025		
VEHICLE TYPE:	FREIGHTLINER M2 106 PLUS	VIEW:	INTERIOR ELEVATIONS
DRAWN BY:	JEL	SCALE:	NTS
SHEET:	5 OF 5	SIZE:	B

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MBF Industries, Inc.

ENGINEERED FOR LIFE

Quotation
Kissimmee Police Department
Mobile Command Center

July 2, 2025

Presented to:

Lieutenant Charles Willdigg
Kissimmee Police Department
8 N. Stewart Ave.
Kissimmee, FL. 34741
407-847-0176

Price, per unit:

Mobile Command Center — Total Price $816,186.00
Per Specifications
Drawing Number: #JL-15357 Drawing Date: 06/19/2025
FOB Sanford, FL

Proposal Includes:

- Cost quotation
- Per attached drawings
- General & chassis specifications

Terms of Sale:

- Net 30 Days
- Price honored for 90 days

Warranty:

- MBF Conversion: 2 yr./Unlimited miles
- MBF Body: Lifetime Warranty/Unlimited miles
- Body Components: 5 yrs./Unlimited miles
- Chassis: By manufacturer

Submitted by:
Carrie Keaton
Specialty Vehicle Consultant
407-323-9414 Ext 114
Carrie@mbfindustries.com

MBF Industries, Inc.

ENGINEERED FOR LIFE

Why MBF?

1. **Our Re-Mountable Body©:** MBF has designed and built the Re-Mountable Body© for over two decades. The MBF body components have a 30+ year life span with a ten year warranty and the MBF All Aluminum Body has a **Lifetime** structural warranty; the commercial chassis will likely wear out before the body. With a Re-Mountable Body© the chassis can be replaced, rather than discarding the whole vehicle, saving the customer tens or even hundreds of thousands of dollars. This is likely the reason why many of our competitors have tried to adopt this method of construction, but have not implemented into their standard construction practice or in many cases have actually done it.

2. **Materials:** Because MBF manufactures a Re-Mountable Body©, we use up to 30% more material than other builders and still provide our customers with competitive pricing. We overbuild our products for the simple reason that it costs far more to fix it in the field, than the extra time and material it takes to manufacture it here in our plant.

3. **Attention to Details:** Fancy websites, photos, certifications and videos do not qualify a builder to provide a quality product. The proof comes from years of customer satisfaction and brand loyalty. 55% of our business is repeat customers, and 98% of our vehicles are still with their original owners. We are a company made up of craftsmen, not a production line. Each department has highly skilled craftsmen to ensure the highest quality and longest lasting vehicles are produced. Every detail of your vehicle is meticulously engineered, fabricated, integrated and tested for quality assurance, plus it is backed by one of the best standard warranties in the industry.

4. **Technology:** MBF has a very long history of utilizing advanced technology within our vehicles. We continue to invest time and resources, to ensure our staff is always current with the latest advances in communication systems as well as design and in-action operability. We have a long standing relationship with the top brands in the communication industry and have established significant buying power through the years. We offer three ways of completing your technology package and delivering the vehicle to your specifications.

- MBF takes your design and specifications and installs the specific items to manufacturer specifications. MBF gladly performs this service; however, we do not back the systems functionality or any equipment warranty issues beyond the installation.
- MBF engineers and designs a complete system based on what you want it to do. Often times we find this to be more cost effective and offer more functionality for future expansion. We also back the system and facilitate all warranty issues should they occur.
- MBF works with you to develop a system using your specified items and helps you make informed decisions about the capabilities and parameters in which you want the vehicle to function. Our engineers will design the technology package with your specified equipment and create a synergistic system that is both functional and cost efficient. We also back the system and facilitate all warranty issues should they occur.

5. **Hands-On:** With everyone telling you they are the best builder with the best price and provide paperwork, drawings and photos, we say, there is no better way to make an educated decision than to actually meet the people, see the products and manufacturing techniques. This is a large purchase, and we want all our customers to have the opportunity to be well educated in their buying decision. For that reason, MBF has created the Fly-In program. MBF will take care of all your travel expenses and accommodations for up to three people for two days. We know the value of your comfort level and the assurance of building quality vehicle by those who are supplying it. These reasons and many more are why MBF has the reputation of a valued builder to our industry and our past clients.

We thank you for taking the time to research MBF and the quality products we offer.

Please call us with any questions on how we can serve you and build your next specialty vehicle.

EXHIBIT B

STATEMENT OF WARRANTY

MBF Industries, Inc.
407-323-9414 ENGINEERED FOR LIFE MBFIndustries.com

STATEMENT OF WARRANTY

Cab and Chassis – By manufacturer
MBF "Re-Mountable" All Aluminum Body and Body Structure – **Lifetime**/Unlimited miles.
MBF All Aluminum Body Components – 5 yr./Unlimited miles
Slide-Outs - 2 yrs./unlimited miles
Conversion - 2 yrs./unlimited miles
Electrical - 2 yrs./unlimited miles.
Paint - 1 yr./unlimited miles
All other equipment: By individual component manufacturer

Seller warrants to Purchaser that those goods manufactured by Seller, and bearing Seller's nameplate, (and no others) are, under normal use and services as specified in the manuals to be furnished by Seller to the original Purchaser, free from defects in material and workmanship from the date of delivery by Seller to the original Purchaser. Seller's obligation with respect to this warranty shall be limited to inspection of the goods and repair or replacement of defective apparatus or equipment. If inspection by Seller does not discloseany defect in material or workmanship, Seller's regular service charge shall apply. This warranty shall not apply to any products which must be replaced because of normal wear or which have been subjected to misuse, negligence, accident or unauthorized alteration.

Coverage is also extended to component equipment items provided by Seller except those which are covered by the individual component manufacturer's own warranties which shall then apply. Seller shall assign to Purchaser all such warranties received from the component suppliers.

Seller, in no manner, direct or indirect warrants any of the following:

A. The system or any related parts or equipment supplied by Purchaser or any agent, supplier or representative of Purchaser.

B. Lamps, tubes, fuses, tires, batteries and similar apparatus or components subject to wearor burn out through usage, including LED perimeter lighting.

This warranty is expressly in lieu of all and any other express or implied warranties, including any expressed or implied warranty of merchantability or fitness for particular purpose and in no event shall Seller be liable for incidental or consequential damages, or for damages to property, or for death or bodily injury, or for any loss or damage arising from use of products manufactured by Seller.

Warranty Service Number: 407-323-9414

MBF Industries, Inc.
407-323-9414 ENGINEERED FOR LIFE MBFIndustries.com

Lifetime Re-Mountable All Aluminum Body and Body Structure Warranty

The MBF Re-Mountable All Aluminum Body© is engineered, designed and fabricated to maintain its integrity through the life of your vehicle. The warranty covers manufacturer defects in the material and workmanship of the exterior body skin, roof skin, corner extrusions, welding integrity of the aluminum structure, aluminum structure and all welded seams and joints.

The warranty shall be upheld through a re-mount process conducted only at the MBF manufacturing and design plant. The warranty is transferrable to new ownership with the written approval by an MBF official. Warranty repair coverage shall not exceed the original manufacturing cost.

5 Year MBF Aluminum Body Component Warranty

The 5-year body component warranty covers manufacturer defects in the material and workmanship of any MBF aluminum fabricated component attached to the MBF All Aluminum Re-Mountable Body©. Items include, SAT dish platforms, ladders, stairs, doors, door structure, mast enclosures, compartments and compartment structure. Warranty repair coverage shall not exceed the original manufacturing cost.

Should the body, structure or componentry need repair, MBF shall conduct a full inspection byan authorized MBF engineer at the MBF plant which will not cover travel expenses until it is determined a warranty issue. All warranty claims can be handled by calling MBF industries main number and asking for the warranty repair claims department @ 407-323-9414.

EXHIBIT B
HUMAN TRAFFICKING AFFIDAVIT

CITY OF
KISSIMMEE
1883

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

_____ does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:

MBF Industries, Inc.
210 Tech Drive
Sanford, FL 32771
www.MBFIndustries.com
P: 407-323-9414
F: 407-330-2068

COUNTERPARTS: This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. This Agreement shall be deemed binding when executed by both Purchaser and Seller. Telecopy signatures shall be deemed valid and binding to the same extent as the original.

ASSIGNMENT: Neither party hereto may assign this Agreement or any rights or obligations arising out of this Agreement to a third party without the prior written consent of the other party.

WAIVER: No delay or failure by either party hereto to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute a waiver of fact or any other right, unless otherwise expressly provided herein.

MISCELLANEOUS: This Agreement represents the entire agreement between the parties hereto in respect to its subject matter and supersedes all previous arrangements, understandings, and discussions. Any part of this Agreement which conflicts with applicable law now in effect, or which may be enacted in the future, shall be null and void, but only to the extent of such conflict, and all other parts of this Agreement shall remain in full force and effect. Paragraph headings are used for identification purposes only and are not intended to limit the content thereof.

IF THIS AGREEMENT IS TERMINATED UNLESS DONE IN ACCORDANCE WITH THIS AGREEMENT, AFTER DEPOSIT HAS BEEN MADE, PURCHASER WILL FORFEIT ITS DEPOSIT, WITHOUT FURTHER LIABILITY OR PENALTY TO SELLER.

In witness whereof, Seller and Purchaser have executed this Agreement as of the day and year first set forth above as the "Effective Date".

SELLER:

_____

Name: Natasha Nilsson

Company: MBF Industries, Inc.

Date: 9/23/25

PURCHASER:

_____

Name: _____

Title: _____

Institution: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have caused this Agreement to be executed:

MBF INDUSTRIES, INC.

Signed: _____

Print name: Natasha Wilson

Title: COO

Date: 9/30/25

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this 30 day of September, 2025, by means of ☑ physical presence or ☐ online notarization, by _____ as _____ of Lenco Industries, Inc., who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

Notary Public State of Florida
John E Lambert
My Commission HH 390203
Expires 8/19/2027

_____
Notary Public

CITY OF KISSIMMEE

_____
Mayor-Commissioner

Date: _____

ATTEST:

_____

City Clerk

Approved as to form and legal sufficiency:

_____

City Attorney

CITY OF
KISSIMMEE
1883

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1) F.S.

787 Industries Inc. does not use coercion for labor or services as defined in Section 787.06. F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525. F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Natasha Nilsson

Title of Contractor's Authorized Representative: COO

Signature of Contractor's Authorized Representative:

Date: 9/23/25

Est. 07.15.2024

ITEM 7.M
Local Government Contribution for Affordable Housing Projects (2025)

Request

Approval to provide local government contribution of $20,000 for the construction of one or more affordable housing projects and to execute the necessary Local Government Verification of Contribution Forms, if applicable.

Explanation

The Florida Housing Finance Corporation (FHFC) issued a Request for Applications (RFA) 2025-205 under the State Apartment Incentive Loan program (SAIL) Financing of Affordable Multifamily Housing Developments. SAIL provides low-interest loans on a competitive basis to support the development of affordable housing throughout Florida. These funds are intended to bridge the gap between the development's primary financing and the total cost of the development. The application due date is October 27, 2025. FHFC requires these projects to receive a minimum local government contribution of $20,000 per project in order to be eligible to apply for the SAIL funding.

The City received two (2) funding applications from affordable housing developers, all of which meet the eligibility requirements for affordable housing certification and funding. Below is a summary of the applications:

Project Name	Location	Developer	Number of Units	Unit Breakdown
Dominium Kissimmee Family	2100 Yates Road	Kissimmee Leased Housing Associates V, LLLP	192 units	192 @ 60% of AMI
Palmera	2231 Fortune Road	BG Kissimmee Developer 1 LLC	300 units	30 @ 40% and 270 @ 60%

In addition, another developer has approached the City to request a $75,000 local government contribution. The developer plans to submit an application under RFA 2025-201 under the Housing Credit Financing for Affordable Housing Developments Located in Small and Medium Counties. The RFA due date is November 18, 2025. The minimum required local government contribution is $460,000; however, the developer is seeking the remaining $385,000 from Osceola County. Below is a summary of the application:

Project Name	Location	Developer	Number of Units	Unit Breakdown
Enchanted Cove	4153 Enchanted Oaks Cir	HTG Enchanted Cove, LLC	100 units	10 @ 40% and 90 @ 60%

A fourth application in the amount of $20,000 was received for a project that has already received funding from FHFC, and therefore does not require a signed Local Government Contribution Form. The requested funds are intended to partially assist with building permit fees associated with the project. Below is a summary of the application:

Project Name	Location	Developer	Number of Units	Unit Breakdown

Kissimmee Cove	0 N Hoagland Blvd	HTG Kissimmee Cove, LLC	73 units	11 @ 30% of AMI, 29 @ 60% of AMI, and 33 @ 70% of AMI

If all of these projects were to be approved, the City's potential commitment is up to $135,000. The requested financial contribution will only be granted if the project is successful in securing SAIL/HC funding. In order to increase the likelihood of state approval for each project applying to FHFC, staff recommends moving forward with all three projects. As mentioned before, the fourth project is already being funded by FHFC. The funding to pay for the local government contribution will come from either future SHIP or HOME funding allocations depending on funding availability.

Recommendation

Approval to provide local government contribution of $20,000 for the construction of one or more affordable housing projects and to execute the necessary Local Government Verification of Contribution Forms, if applicable.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):
1. Affordable Housing Certification Application_Dominium Kissimmee Family
2. (S) Local Government Contribution Form_2025 Dominium - 20K
3. Affordable Housing Application_Palmera
4. (S) Local Government Contribution Form_Palmera - 20K
5. Affordable Housing Certification Application_Enchanted Cove
6. (S) Local Government Contribution Form - 2025 Enchanted Cove -75K
7. Affordable Housing Certification Application_Kissimmee Cove - 20K

CITY OF KISSIMMEE 1883

AFFORDABLE HOUSING CERTIFICATION APPLICATION

PART 1: Applicant and Development Team

APPLICANT:

Name: Kissimmee Leased Housing Associates V, LLLP

Address: 2905 Plymouth Boulevard, Suite 150, Plymouth, MN 55441

Contact Person: Devon Quist Telephone: 813-582-4261

Email Address: devon.quist@dominiuminc.com Web Address: https://www.dominiumapartments.com/

TYPE OF ORGANIZATION:

_____ Sole Proprietorship

☑ Limited Partnership or Limited Liability Company (if a Limited Partnership, provide name and legal entity of general partner)

_____ Non-profit Corporation (Attach name, address of officers, directors, and principal place of business, copy of By-Laws and Articles of Incorporation, and the IRS Determination Letter)

_____ Corporation (Attach name, address of officers, directors, and principal place of business and copy of By-Laws and Articles of Incorporation)

_____ Public Housing Authority created by Section 421.04, Florida Statutes

_____ Community Housing Development Organization (CHDO) acting as the:

_____ Developer

_____ Sponsor

_____ Owner

Licensed to do business in the State of Florida ☑ YES _____ NO
(Include the Certificate of Status issued by Florida Department of State, Division of Corporations or other reasonably reliable documentation published on www.sunbiz.org) See Exhibit A

DEVELOPMENT TEAM AND ORGANIZATIONAL CAPACITY

Developer/Builder (if different from applicant)

Name: Kissimmee Leased Housing Development V, LLC

Address: 2905 Northwest Boulevard, Suite 150, Plymouth, MN 55441

Contact Person: Devon Quist Telephone: 813-582-4261

Email Address: devon.quist@Dominiuminc.com Web Address: https://www.dominiumapartments.com/

Licensed to do business in the State of Florida ☑ YES _____ NO

Describe the Developer Experience:

The developer is a single purpose entity solely for the development of this project and is associated with Dominium.
Please see attached for some of Dominium's projects in Exhibit B.

Attach a list of housing development projects the applicant has completed in the last three years. Provide the name, a brief description, and the date completed for each project. Developer must have completed at least three affordable rental housing developments, at least one of which was financed utilizing low-income housing tax credits pursuant to Section 42, IRC since January 13, 2013. See Exhibit B

Property Management Company

Name: Dominium Florida Management Services, LLC

Address: 2905 Northwest Boulevard, Suite 150, Plymouth, MN 55441

Contact Person: Devon Quist Telephone: 813-582-4261

Email Address: devon.quist@Dominiuminc.com Web Address: https://www.dominiumapartments.com/

Licensed to do business in the State of Florida ☑ YES _____ NO

Describe the property management experience demonstrating experience in the management of at least two affordable rental housing properties (i.e., properties funded through an affordable housing program such as Housing Credits, Tax-Exempt Bonds, HOME, SAIL, SHIP, etc.) for at least two years each.

Please see the attached portfolio in Exhibit B

Architect

Name: BDG Architects

Address: 400 N Ashley Drive, Suite 600, Tampa, FL 33602

Contact Person: Brian Hammond Telephone: 813-323-9233 EXT 254

Email Address: brian.hammond@bdgllp.com Web Address: www.bdgllp.com

Licensed to do business in the State of Florida [✔] YES _____ NO

Describe the qualifications for the design/construction team. List housing projects that the architect has been involved in the last three (3) years. Provide the name, a brief description, and the date completed for each project. The representative must have at least three (3) years of prior development experience.

Please see the attached portfolio in Exhibit C.

PART 2: Development

DEVELOPMENT TYPE

Type of proposed units:

[✔] Garden Apartments
_____ Mid-rise with elevator
_____ High Rise (a building comprised of 7 or more stories)
_____ Other – Specify: _____

This RFA is restricted to Applicants proposing 100% New Construction

A. Project Information

Name of the Project: Dominium Kissimmee Family

Project Location (provide a location map and Parcel Identification Number): See Exhibit D

2100 Yates Road, Kissimmee, FL 34746

Parcel Identification Number: 18-25-29-2115-0001-0030

Description of the Project:

Dominium Kissimmee Family will be a 192 unit 3-story garden style walk-up transaction. In addition to multi-family buildings there will be a clubhouse and playground on site.

Assistance Requested for the Total Project:

_____ Contribution in the amount of $_____

[✔] Waiver of Building Fees in the amount of up to $20,000

☑ Expedited Permitting
☑ Other, Explain: Impact Fee Assistance

*The City intends to provide these funds once the units are placed in service in the form of a deferred payment loan with a balloon mortgage due in 15 years.

Total number of units in the Project: 192

Compliance Period:

There is 15-year affordability period required for all set aside units.

Development Site:

Provide name and address of the development site. Include a location map of the proposed development. If the proposed development consists of scattered sites, this information must be provided for each of the scattered sites.

Dominium Kissimee Family
2100 Yates Road, Kissimmee, Florida 34746
See Exhibit D for the location map

Provide a description of the project that includes:

- Total number of units to be constructed, along with the number of units deemed affordable
- A Unit Mix chart listing the total number of bedrooms and bathrooms per unit (ex. (10) 1BR/1BA, (15) 2br/2ba, (5) 3ba/2ba, etc.)
- Information identifying transit services and community services

192 units with 100% set aside at 60% of Area Median Income
48 2br/2ba, 96 3br/2ba, 48 4br/2ba

Readiness to Proceed

Site Control: Applicants must demonstrate site control by providing documentation demonstrating the Applicant is a party to an eligible contract, lease, or is the owner of the subject property. Such documentation must include all relevant intermediate contracts, agreements, assignments, options, conveyances, intermediate leases, and subleases. See Exhibit E

Do you own or have a qualified contract on the Property? ☑ YES ☐ NO

Note: A "qualified contract" term must not expire for a minimum three months from the date of this application, provides that the remedy for default on the part of the seller must include or be specific performance, and applicant must be the buyer. If the proposed development consists of scattered sites, site control must be demonstrated for each site.

Timeline: What is the proposed project timeline (completion schedule) for project from conception to project closeout?

See Exhibit F for the project timeline.

Zoning, water, sewer, electricity, and roads: Provide a certification signed by a registered Florida Civil Engineer stating that they have reviewed the proposed development location and proposed number of units and that the Future Land Use, Zoning, potable water, sanitary sewer, electricity and roads are appropriate and adequate for the proposed development. In Progress

Environmental Assessment: Provide the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase I Environmental Site Assessment form.
See Exhibit G

Construction Features

All proposed Developments must meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations and rules:

- Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes
- The Fair Housing Act as implemented by 24 CFR 100
- Section 504 of the Rehabilitation Act of 1973; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35.

Proposed Developments must select one of the following Green Building Certification programs:

_____ Leadership in Energy and Environmental Design (LEED);
_____ Florida Green Building Coalition (FGBC);
_____ Enterprise Green Communities; or
_____ ICC 700 National Green Building Standard (NGBS).

To be discussed internally. Under Review.

Provide Certification for Florida Registered Architect that above Construction Features Requirements will be met.

Discuss any construction and landscape features integrated into the development's design for the purpose of deterring crime.

A security camera system at points of entry and exit which records, and maintains video footage that is retrievable for at least 30 days.

A lighted parking lot and common areas from dawn to dusk.

At least a 1-inch deadbolt in each dwelling unit door. A locking device on each window, exterior door, and any other doors not used for community purpose.

Locked gates with key or fob access along pool fence areas.

Provide information indicating whether the overall development proposed will include mixed-use, i.e. residential and commercial uses within the proposed development.

N/A

Market Needs Assessment

Describe the market need for this project in the proposed neighborhoods/areas.

See Exhibit H for our demand and market assessment.

Describe your outreach and marketing plan for the project.

See Exhibit I for our marketing plan.

Discuss any onsite community services to be provided to development residents, and any partnerships with community-based organization to render these services.

N/A - open to discussion.

PART 3: Financial Capacity and Project Underwriting

Housing Credit Equity Proposal

All Applicants must provide a financing proposal with evidence of firm commitments with locked interest rates for each funding source secured to complete the proposed development. These sources may include:

- Amount of the construction loan, if applicable
- Amount of the permanent loan, if applicable
- Specific reference to the Applicant as the borrower or direct recipient, and
- Signature of lender.

Please provide names, addresses, phone numbers, and email addresses of contact persons for each bank and private lending institution that has committed funding to the project.

Do you have any financial commitments for the proposed development?

_____YES ☑ NO

Development Cost Pro Forma

All Applicants must provide a Development Cost Pro Forma and Sources and Uses statement for the proposed development. The sources must equal or exceed the uses. See Exhibit J

PART 4: Applicant Certification

I have carefully examined the Request for Applications and any other documents accompanying or made a part of this Request for Applications.

I understand that funding is contingent upon availability, award of tax credits from FHFC, and approval from the City of Kissimmee Commissioners.

I agree to abide by all conditions of this Application.

I agree to submit all additional information and updates to the application if the project is successful with the FHFC's funding and the project has been approved to receive tax credits/bonds.

I certify that all information contained in this Application is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Application on behalf of the Applicant/Contractor as its act and deed and that the Applicant/Contractor is ready, willing, and able to perform if awarded the Contract.

I further certify, under oath, that this Application is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting an Application for the same product or service; that no officer, employee, or agent of City of Kissimmee or of any other Applicant is interested in said Application; and that the undersigned executed this Applicant Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

The foregoing instrument was acknowledged before me this 23 day of July, 2025, by means of ■ physical presence or ☐ online notarization, _____ as _____ for Devon Quist, who is personally known to me or has produced identification.

Notary Seal:

SHANDON HUBBARD NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 12, 2027

Notary: _____

Print Name: Shandon Hubbard

My Commission Expires: October 12, 2027

Exhibit A

2905 Northwest Blvd, Suite 150 • Plymouth, MN 55441-2644 • Corporate 763/354-5500 • Fax 763/354-5519 • Web dominiumapartments.com

FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 16, 2025

CT

,

The Application by Foreign Limited Partnership or Limited Liability Limited Partnership for KISSIMMEE LEASED HOUSING ASSOCIATES V, LLLP, a Minnesota limited partnership or limited liability limited partnership, was filed on April 16, 2025 and assigned document number B25000000136. Please refer to this number whenever corresponding with this office.

The certification you requested is enclosed.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a $400 late fee will be added. **It is your responsibility to remember to file your annual report in a timely manner.**

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at https://sa.www4.irs.gov/modiein/individual/index.jsp.

Please be aware if the limited partnership address changes, it is the responsibility of the limited partnership to notify this office.

Should you have any questions concerning this matter, please contact this office at the address given below.

KYLE D BRUMBLEY
Regulatory Specialist II Supervisor
Registration Section
Division of Corporations

Letter Number: 925A00008145

Account number: I20160000072

Amount charged: 1052.50

State of Florida

Department of State

I certify the attached is a true and correct copy of the Application of Limited Partnership of KISSIMMEE LEASED HOUSING ASSOCIATES V, LLLP, a Minnesota limited partnership, authorized to transact business within the state of Florida on April 16, 2025, as shown by the records of this office.

The document number of this limited partnership is B25000000136.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixteenth day of April, 2025

Cord Byrd
Secretary of State

CR2E022 (01-11)

APPLICATION BY FOREIGN LIMITED PARTNERSHIP OR LIMITED LIABILITY LIMITED PARTNERSHIP TO TRANSACT BUSINESS IN FLORIDA

1. Kissimmee Leased Housing Associates V, LLLP

(Name of Limited Partnership or Limited Liability Limited Partnership, *which must include suffix*)

Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd.
Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or LLLP.

If name unavailable, name under which the limited partnership or limited liability limited partnership proposes to register to transact business in Florida; must contain acceptable suffix.

2. Minnesota, USA
State or Country of Formation

3. April 14, 2025
Date of Formation

4. **Federal Employer Identification Number:** 33-4583177

5. **Name of Registered Agent for Service of Process and Florida Street Address:**

C T Corporation System

1200 South Pine Island Road

Plantation, Florida 33324

6. *I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

By: Stephanie Hencz Stephanie Hencz, Assistant Secretary
Signature of Registered Agent

7. **Principal Office:**

2905 Northwest Boulevard

Suite 150

Plymouth, MN 55441

8. **Mailing Address:**

2905 Northwest Boulevard

Suite 150

Plymouth, MN 55441

2025 APR 16 PM 12:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED AND FILED

9. **If limited partnership is a limited liability limited partnership,** check box. ☐

10. **Name, principal office address, and mailing address of each general partner:**

Name of General Partner: Kissimmee Leased Housing Associates V, LLC
Street Address: 2905 Northwest Boulevard, Suite 150, Plymouth, MN 55441
Mailing Address: 2905 Northwest Boulevard, Suite 150, Plymouth, MN 55441

Name of General Partner:
Street Address:
Mailing Address:

Name of General Partner:
Street Address:
Mailing Address:

Name of General Partner:
Street Address:
Mailing Address:

Name of General Partner:
Street Address:
Mailing Address:

Name of General Partner:_____ Name of General Partner:_____

Street Address: _____ Street Address: _____

_____ _____

Mailing Address:_____ Mailing Address:_____

_____ _____

11. **Effective date, if other than the date of filing**:_____.
(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

12. Attached is a certificate of existence duly authenticated, not more than 90 days prior to the delivery of this application to the Florida Department of State, by the Secretary of State or other official having custody of the entity's records in the jurisdiction under the law of which it is organized.

Signed this 15th day of April ,20 25

DocuSigned by:
38F574FAF7184BD...
Signature of a general partner Kissimmee Leased Housing Associates V, LLC, by Timothy S. Allen, Secretary

The individual signing this document affirms that the facts stated herein are true and the individual is aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Filing Fees:	**$1,000.00** ($965 Filing Fee and $35 Registered Agent Fee)
Certified Copy (optional):	**$52.50**
Certificate of Status (optional):	**$8.75**

Office of the Minnesota Secretary of State
Certificate of Good Standing

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name:	Kissimmee Leased Housing Associates V, LLLP
Date Filed:	04/14/2025
File Number:	1556216300027
Minnesota Statutes, Chapter:	321
Home Jurisdiction:	Minnesota
This certificate has been issued on:	04/15/2025

Steve Simon

Secretary of State
State of Minnesota

State of Florida

Department of State

I certify from the records of this office that KISSIMMEE LEASED HOUSING ASSOCIATES V, LLLP is a Minnesota limited partnership registered to transact business in the state of Florida on April 16, 2025.

The document number of this limited partnership is B25000000136.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Sixteenth day of April, 2025

Cord Byrd
Secretary of State

CR2E022 (01-11)

Exhibit B

2905 Northwest Blvd, Suite 150 • Plymouth, MN 55441-2644 • Corporate 763/354-5500 • Fax 763/354-5519 • Web dominiumapartments.com

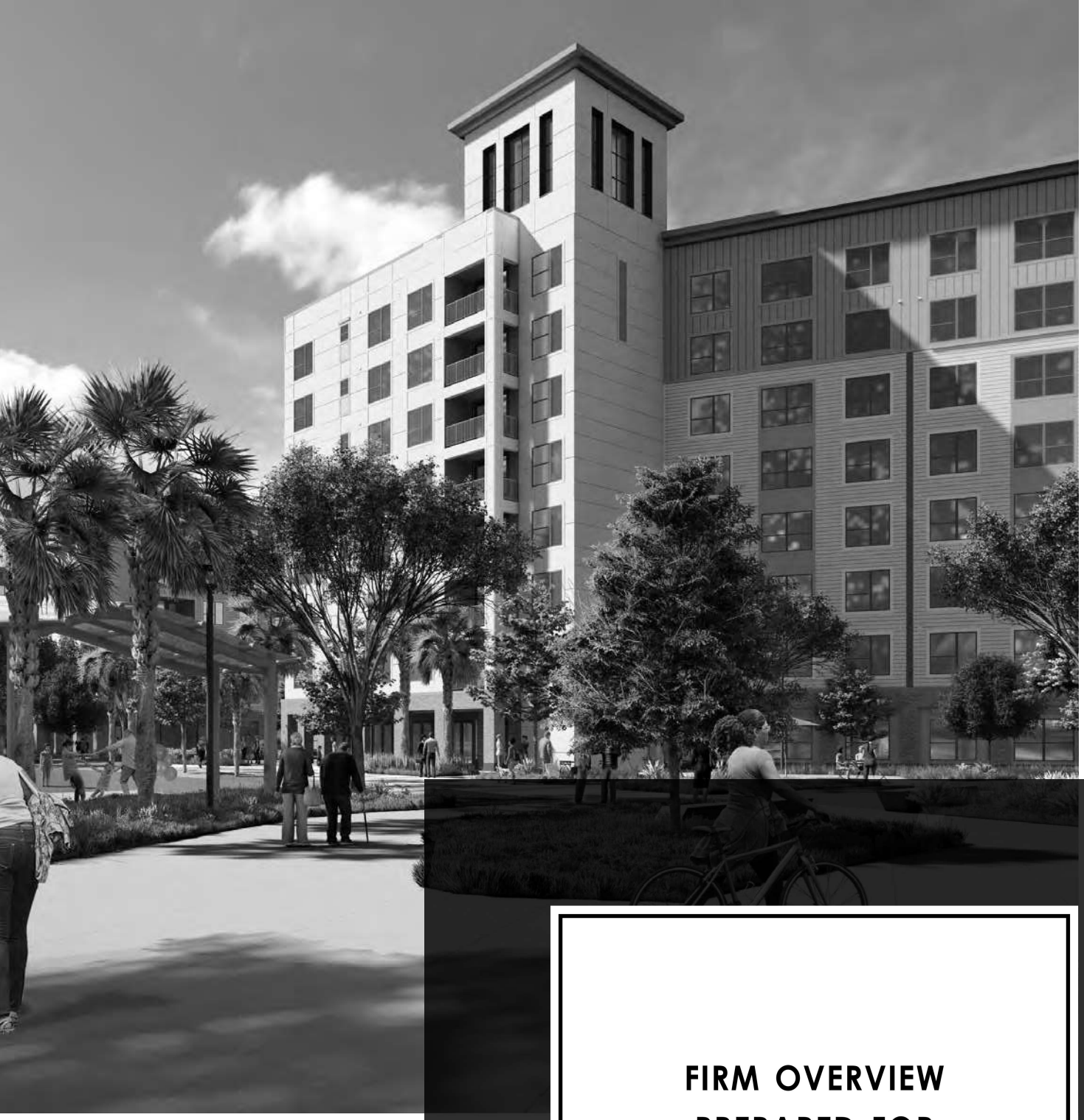
Property Managed Summary

All Dominium Properties

Property Name	Address	City	State	County	Property Type	Total Units	Market Type	Year Built / Completion Date	Tax Credit Units	Management Company
Oaks at St. John	210 Nettles Lane	Ponte Verda Beach	FL	St. Johns	Family	160	S42	2004	160	Dominium Florida Management Services, LLC
Crossings at Cape Coral	1150 Hancock Creek S Blvd	Cape Coral	FL	Lee	Family	168	S42	2000	168	Dominium Florida Management Services, LLC
The Lucille	300 SE St Lucie Blvd	Stuart	FL	Martin	Family	200	S42	1995	200	Dominium Florida Management Services, LLC
Heron Pond I	1232 Village Lakes Blvd	Lehigh Acres	FL	Lee	Senior	156	S42	2004	156	Dominium Florida Management Services, LLC
Heron Pond II	1232 Village Lakes Blvd	Lehigh Acres	FL	Lee	Senior	100	S42	2009	100	Dominium Florida Management Services, LLC
Reef at Riviera	751 Haben Boulevard	Palmetto	FL	Manatee	Senior	224	S42	2021	224	Dominium Florida Management Services, LLC
Landon Trace Townhomes	1813 Buchanan Bay Circle	Orlando	FL	Orange	Family	228	S42	1999	228	Dominium Florida Management Services, LLC
River Trace Apartments and Homes	2710 River Trace Circle	Bradenton	FL	Manatee	Family	218	S42	1996/2001	218	Dominium Florida Management Services, LLC
Sawyer Estates	4201 Sawyer Circle	St. Cloud	FL	Osceola	Family	192	S42	1999	192	Dominium Florida Management Services, LLC
Lake Weston Point	2201 Weston Point Drive	Orlando	FL	Orange	Family	240	S42	1999	240	Dominium Florida Management Services, LLC
Osprey Park	151 N. Osprey Park Road	Kissimmee	FL	Osceola	Senior	383	S42	1999	383	Dominium Florida Management Services, LLC
Sandpiper Glen	8890 Donnybrook Drive	Orlando	FL	Orange	Senior	288	S42	2023	288	Dominium Florida Management Services, LLC
Heron Ridge	4351 Little Egret Road	Kissimmee	FL	Osceola	Senior	331	S42	2022	331	Dominium Florida Management Services, LLC
Anchor at Gulf Harbors	5274 Sea Forest Drive	New Port Richey	FL	Pasco	Senior	388	S42	2027	388	Dominium Florida Management Services, LLC
Stillwaters	1100 Spring Lane	Apopka	FL	Orange	Senior	180	S42	2023	180	Dominium Florida Management Services, LLC
The Mira	1255 Plymouth Sorrento Rd	Apopka	FL	Orange	Family	300	S42	2026	300	Dominium Florida Management Services, LLC
Maison at Solivita Marketplace	375 Maison Blvd	Kissimmee	FL	Osceola	Family	396	S42	2026	396	Dominium Florida Management Services, LLC
Cobia Cove	2638 Aquaview Lane	Holiday	FL	Pasco	Family	228	S42	2027	228	Dominium Florida Management Services, LLC
Aria Landings	4050 Winkler Avenue	Fort Myers	FL	Lee	Family	320	S42	1999	320	Dominium Florida Management Services, LLC
Oak Meadows	1605 Flower Mound Lane	Cocoa	FL	Brevard	Family	120	S42	2009	120	Dominium Florida Management Services, LLC
Nassau Bay	5200 N Orange Blossom Trail	Orlando	FL	Orange	Family	492	S42	1995	492	Dominium Florida Management Services, LLC
St Cloud Village	201 St Cloud Village Court	Kissimmee	FL	Osceola	Family	208	S42	1998	207	Dominium Florida Management Services, LLC
Whistlers Green	4700 Whistlers Green Circle	Naples	FL	Collier	Family	168	S42	2000	168	Dominium Florida Management Services, LLC
Village at Delray	695 Auburn Ave	Delray Beach	FL	Palm Beach	Family	144	S42	2011	144	Dominium Florida Management Services, LLC
Groves of Delray	1301 SW10th Avenue	Del Ray Beach	FL	Palm Beach	Senior	158	S42	1995	158	Dominium Florida Management Services, LLC
Regency Palms	8332 Alnwick Circle	Port Richey	FL	Pasco	Family	200	S42	1999	200	Dominium Florida Management Services, LLC
Seven Palms	1200 Slash Pine Circle	Punta Gorda	FL	Charlotte	Family	336	S42	2002	336	Dominium Florida Management Services, LLC
Enclave at Pine Oaks	512 Harrison Place Drive	Deland	FL	Volusia	Family	228	S42	2005	228	Dominium Florida Management Services, LLC
Landon Pointe	1705 Grande Pointe Blvd	Orlando	FL	Orange	Family	276	S42	2001	274	Dominium Florida Management Services, LLC
Chapel Trace	562 Chapel Trace Drive	Orlando	FL	Orange	Family	312	S42	2004	312	Dominium Florida Management Services, LLC
Taylor Pointe	4885 38th Circle	Vero Beach	FL	Indian River	Family	168	S42	1999	168	Dominium Florida Management Services, LLC
Regency Gardens	1525 Northwest 17th Avenue	Pompano Beach	FL	Broward	Family	94	S42	2002	94	Dominium Florida Management Services, LLC

Exhibit C

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FIRM OVERVIEW
PREPARED FOR

DOMINIUM

July 16, 2025

bdg
architects

BDG Architects is a full-service Architecture Firm dedicated to quality and creativity. We continue building our reputation as thought leaders through design excellence, collaboration, and innovation, offering design solutions responsive to the changing marketplace and adjusted to our client's needs.



Over 30 Years of Experience in the architecture industry. We have worked with a diverse range of clients and projects. We continue to innovate and ensure our process is streamlined through communication and unity.

Over 150 Professionals work for BDG Architects. Our staff is made up of licensed architects, interior designers, project managers, and digital designers. Whether you need a renovation or a ground-up building, BDG has the staffing to guide you through the entire process.

Diversity is a key consideration in how we build our project teams. We strive to engage consultants who meet client requirements for diversity and partner with firms that support our commitment to SBE/WBE/MBE/DBE programs. We maintain a trusted network of consultants we work with regularly and select team members based on qualifications and alignment with these goals. While BDG is not a certified DBE firm, our recruiting and hiring practices have resulted in a highly qualified staff that is both diverse and representative of the communities we serve, with 59% of our team comprised of women and/or minority professionals.

OUR FIRM'S STRENGTH FAR EXCEEDS OUR STRENGTHS AS INDIVIDUALS. IT IS OUR INTENTION AND OUR COMMITMENT TO USE THESE STRENGTHS TO CREATIVELY SOLVE PROBLEMS IN WAYS THAT EXCEED MERE FUNCTIONAL SOLUTIONS.

Our Portfolio highlights our adeptness in tailoring design solutions to fulfill clients' distinct needs, ultimately enriching the experiences of space users. At BDG Architects, we uphold ethical standards, prioritize client success, and maintain a steadfast dedication to design excellence. Our portfolio exemplifies these values, demonstrating our commitment to fulfilling client objectives.

With a profound understanding that design is deeply personal, our team possesses the proficiency to adapt to diverse design preferences, ensuring that each project reflects the unique vision and requirements of our clients. Our overarching aim is to deliver design excellence that aligns with project objectives, respecting both schedule and budget constraints.



BOULEVARD AT WEST RIVER

"People need to see something different. People need to know they can live in a good community."

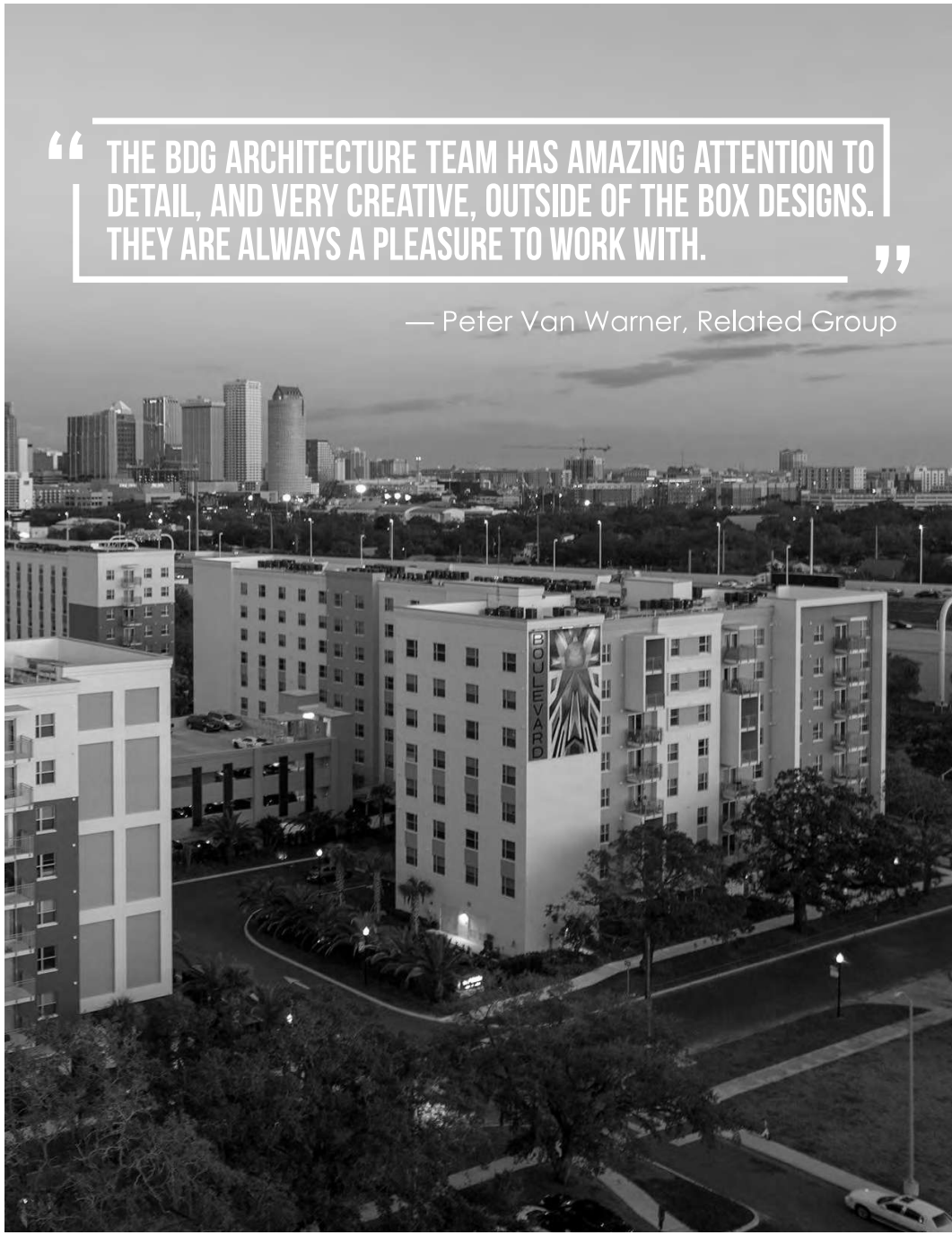
— JEROME RYANS

CEO OF THE TAMPA HOUSING AUTHORITY



"THE BDG ARCHITECTURE TEAM HAS AMAZING ATTENTION TO DETAIL, AND VERY CREATIVE, OUTSIDE OF THE BOX DESIGNS. THEY ARE ALWAYS A PLEASURE TO WORK WITH."

— Peter Van Warner, Related Group



Our Practice Areas The traditional role of the Architect usually begins after a Client has purchased a site. We find that coordinating with the Client's Real Estate Team prior to an acquisition can help avoid problematic issues and provides a better definition of responsibilities between the Client, the Landlord and the Development Team.

Clients today are in need of a full service firm that can manage a project from acquisition to certificate of occupancy, and our team has structured itself to be able to fill that role.

ARCHITECTURE

INTERIOR DESIGN

DEVELOPMENT SERVICES

MASTER PLANNING

DIGITAL DESIGN





MULTI-FAMILY

HOSPITALITY

BANKING

OFFICE

INDUSTRIAL

CORPORATE

SPORTS

OUR MARKETS



RETAIL

ENTERTAINMENT

RESTAURANTS

MEDICAL OFFICE

HEALTHCARE

EDUCATION

MUNICIPAL

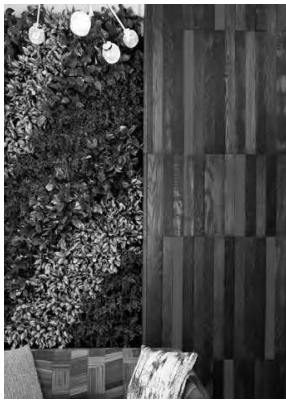


INTERIOR DESIGN

- CORPORATE INTERIORS
- HOSPITALITY
- RESTAURANTS
- MULTI-FAMILY
- RETAIL
- EDUCATION
- HEALTHCARE







BDG Architects is your premier partner for Interior Design projects spanning diverse sectors. Our dedicated Interior design teams prioritize strong client relationships, ensuring that every project aligns with the wellbeing of both consumers and the environment. With WELL Accredited Professionals on board, we are committed to incorporating elements of the WELL Building standard, underscoring our dedication to creating spaces that promote health and sustainability. Our Interior designers actively engage with the International Interior Design Association (IIDA) and the community, staying at the forefront of industry trends.

IIDA WELL

MULTI-LOCATION PROGRAMS



BDG Architects is recognized as a leader in the implementation of MULTI-LOCATION PROGRAMS. Leveraging a team of experts with significant involvement in the management of the prototype process, utilizing EXPERIENCE, EXPERTISE AND KNOWLEDGE to address the challenges of implementing a program.

The Development of Design Standards is a key component in producing a successful NEW BUILD prototype program for our clients. These design standards can be implemented for RENOVATIONS ON EXISTING BUILDINGS.

We analyze each client's program, objectives, technical issues and functional needs in the due diligence, design and production phases. As a team it is not our standard to formulate a plan to solve foreseen problems - the GOAL IS TO IMPLEMENT A STRATEGY that prevents them from happening.

Our understanding of the various local jurisdictional and entitlement requirements, climate considerations, transportation issues, availability of materials and resources, sustainable principles, and operational objectives make our PROJECT TEAM prepared and ready to design, build and deliver successful programs.

It is that team effort that provides BDG Architects with the tools to effectively assist a client with a multiple location program, delivering SUCCESSFUL OUTCOMES that meet their strategic objectives and operational needs.

CLIENTS

TEXAS ROADHOUSE	PUBLIX	PANDA EXPRESS
SONO BELLO	PDQ	REGIONS BANK
ASHLEY HOME STORE	GLORY DAYS	FNB BANK
REGENCY CENTERS	OLIVE GARDEN	JACKSON HEWITT
FIFTH THIRD BANK	FORESTAR	LITHIA MOTORS
JPMORGAN CHASE	STARBUCKS	BLUE SKY COMMUNITIES

TECHNOLOGY

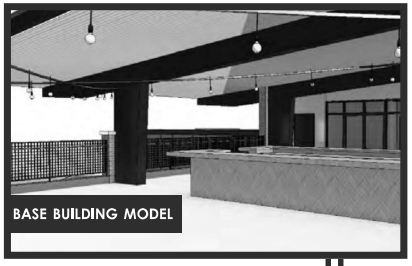
VIRTUAL REALITY & AUGMENTED REALITY

Take a virtual step into the future of architectural design with our cutting-edge VR/AR services, where innovation meets accessibility. Our immersive VR experiences aren't confined to bulky headsets; they're easily accessed through web links on mobile devices, bringing your vision to life wherever you are. Explore your future space in stunning detail, virtually walking through rooms, admiring finishes, and experiencing the ambiance firsthand. With AR, we can seamlessly blend digital models into the real world, allowing you to envision your project in its actual environment, adjusting on the spot for perfect integration. Elevate your project presentations and collaboration with our transformative technologies, turning potential buyers into enthusiastic investors. Immerse yourself in possibility and let us redefine the way you experience architecture.

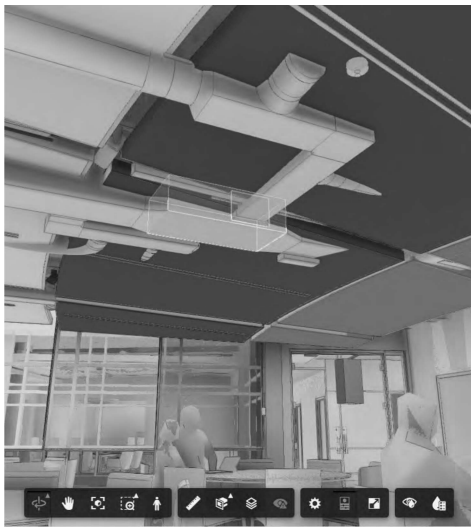


ARTIFICIAL INTELLIGENCE

Architects are integrating AI into their design processes to optimize workflows and enhance creativity. AI enables data analysis for site selection, generative design, and parametric modeling to explore diverse design options efficiently. It also aids in building performance optimization through simulations and predictive analytics, ensuring energy efficiency and structural integrity. Additionally, AI facilitates better construction planning and management, while VR and AR technologies provide immersive visualization for enhanced collaboration and communication throughout the design process.







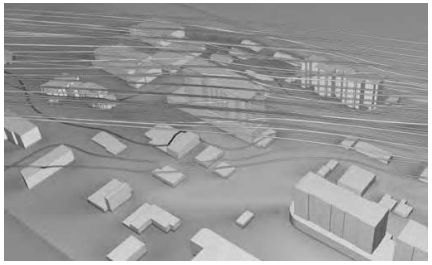
BUILDING INFORMATION MODELING (BIM) COLLABORATION

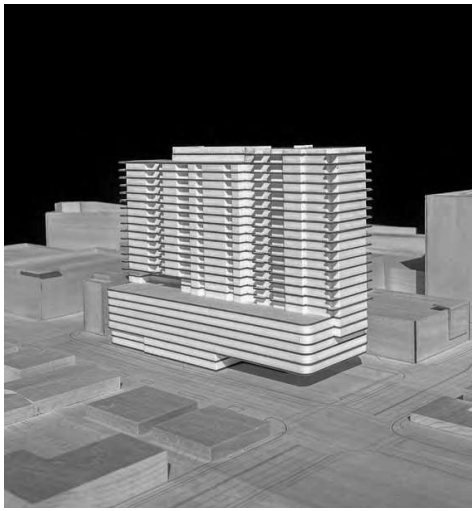
BDG Architects works in a Building Information Modeling (BIM) digital environment that allows us to bring added value and technological offerings to our clients' projects. The collection of information from the collaboration of the Architect, Mechanical, Electrical, Plumbing and Structural Engineering as well as trades such as concrete, steel, interior and exterior framing, millwork and masonry during the project creation means clients save time, money and frustration during the construction process.

Using BIM technology, BDG Architects takes digital collaboration to the next level with Clash Detections. Trained QA/QC personnel review the BIM models using specialized software to find design or constructability errors before the construction drawings are completed, minimizing costly downtime and reworks in the field due to coordination issues that other firms cannot anticipate using standard BIM workflows.

COMPUTATIONAL FLUID DYNAMICS

Computational Fluid Dynamics (CFD) is a tool in our BIM workflow that simulates how fluids move and distribute in and around buildings and spaces. It can be used to model the movement of air and temperature within a space or around a site, helping to inform the design and assess how a space will perform under specific conditions. CFD assists with a variety of design decisions, including ventilation, thermal comfort, wind speeds and turbulence, and gas dispersion. BDG utilizes CFD for parking garage ventilation and exhaust dispersion studies, interior space HVAC air distribution and thermal comfort, as well as wind tunnel simulations for site and rooftop occupant comfort analysis.





3D LASER SCANNING

BDG uses 3D laser scanning technology that creates a digital model of the space or building at the focus of our design intent. This is a fast and reliable method to expedite our information gathering process while increasing the accuracy of documenting site conditions. In addition, our laser scanning process allows for a more integrated collaboration with business partners and stake holders, giving us the time and opportunity to design a better product.

3D PRINTED MODELS

Our team uses physical models as part of our iterative design process during workshops with clients as well as with the community. Using 3D printing technologies, we can create thorough, realistic, and detailed physical models that help clients truly see the finished design. This is successful because our physical models are a great tool to understand scale, proportion, rhythm, and context of the design in the most direct way from on-screen visualization, facilitating in better design decisions early in the process.



Recognizing the demand for full-service firms, our Development Services team at BDG is structured to manage projects comprehensively from acquisition to occupancy. We handle market planning, design, document production, budgeting, consultant retention, cost management, permitting, and compliance. Engaging us early safeguards the owner's schedule and budget, leveraging our expertise to address market-driven changes and transform industry challenges into competitive advantages for your project.

ADMINISTRATIVE SERVICES

LEVEL 1
- Answers Requests for Information
- Issue Architect's Supplemental Information
- Shop Drawings
- Submittal Reviews
- Site Visits

LEVEL 2
- Pre-Construction Meeting Coordination
- Monthly Application for Payment Site Visits

LEVEL 3
- Weekly conference calls with the client, general contractor, and primary sub-contractors

LEVEL 4
- We will act as Owner's Representative for client with General Contractor and Sub-Contractors

PERMITTING

SUBMISSION

REVIEW COMMENTS

PUBLIC HEARINGS

PRESENTATIONS

EXPEDITING SERVICE COORDINATION

BDG ARCHITECTS

SINCE 1994

3 DECADES OF DESIGN EXCELLENCE

BDG Architects actively seeks out strategic partners to ensure we meet the needs of our clients. These partnerships allow BDG to utilize the strengths, experience and expertise that each has to offer creating a unique new firm structure capable of design and production for an expanded variety of project types and sizes. The combined firms collectively specialize in a broad spectrum of market sectors for both public and private clients. Services include planning, architecture, interior design, and program management.

In addition to fostering strategic partnerships, BDG Architects has expanded its capabilities through key acquisitions over the years. Each acquisition has brought specialized expertise, local market knowledge, and a deep bench of talent to the BDG team. By integrating these firms, BDG has strengthened its ability to deliver innovative design solutions for an expanded geographic footprint across diverse market sectors. This strategic growth has positioned BDG as a dynamic and versatile firm, able to meet the evolving needs of clients in an ever-changing industry.

STRATEGIC PARTNERS

JRS ARCHITECT, P.C.
ARCHITECTURE | INTERIOR DESIGN | PRESERVATION | WWW.JRSARCHITECT.COM

With our steadfast design reputation developed since 1986, our work spans from offices, banks, retail marketplace, education, healthcare facilities, restaurants, hotels, industrial/warehouses and multifamily along with historic preservation services. Markets typically focus on the greater New York City metropolitan area for start-ups to Fortune 100 firms.

FG+M
ARCHITECTURE
PLANNING & INTERIORS

We employ an iterative design process that seeks to craft places serving each client's project vision. Design is a journey we take building relationships with our clients. Our design explorations include detailed analysis, physical models, and virtual reality to create a highly inclusive and collaborative process.

CPL

For nearly 5 decades, CPL has grown into a multi-disciplined firm, cultivating inspiring designs with our community partners in 24 offices across seven states. Working side-by-side with our clients to brings these ambitious projects to life is what truly energizes us. Even the most complex projects feel easier with the right partner.



PROJECT TEAM



Mark Chmielewski, AIA, NCARB

Vice President - Design Studio

Education
Bachelor of Architecture, New Jersey Institute of Technology

Registrations
Licensed Architect in Alabama, Florida, Georgia, North Carolina and New York

Areas of Expertise
Multi-Family
Hospitality
Mixed-Use
Office
Education
Pharmaceutical

Professional Designations
NCARB

Memberships
American Institute of Architects, ULI

Mark Chmielewski has high-level knowledge of technical building design and constructibility. His diverse portfolio ranges from hospitality, educational, mixed-use, pharmaceutical, office and multi-family residential projects. Mark brings a strong comprehensive background in construction means and methods, on-site construction administration, BIM methodologies and workflow management.

Multi-Family

The Boulevard at West River Apartments - *Tampa, Florida*
Redevelopment of the City of Tampa's 120-acre West River community with four residential mid-rise buildings, two parking garages and townhomes.

Whiting Street Studio Development - *Tampa, Florida*
This 7-story multi-family residential project is being developed at 801 East Whiting Street in Downtown Tampa. The structure will rise approximately 100-feet and yield 62,000 square feet of space including 104 luxury, semi furnished studio and one bedroom apartment homes and 72 bicycle parking spaces. This project is currently under construction.

1675 1st Avenue North - *St. Petersburg, Florida*
1675 1st Avenue North will be a 15-story residential tower above a 4-story garage podium. This one-of-a-kind design is located in the heart of St. Petersburg and will be the tallest building in the Edge District. The project is still ongoing at this time.

220 Madison - *Tampa, Florida*
This project consists of the design for student housing apartments into the floor plate of an existing 12 story former office building in Downtown Tampa. The project also includes an amenities floor, co-working space and retail.

47th Street Apartments - *Tampa, Florida*
This new affordable housing community consists of five 3-story apartment buildings and a single-story amenity center, offering a total of 174 residential units. The amenity center provides essential services and recreational spaces, including leasing offices, a community room, a fitness center, and a maintenance room, designed to foster a sense of community and enhance the residents' quality of life.

Ybor City Workforce Housing - *Tampa, Florida*
Concept design for ~80-unit 4-story affordable housing project utilizing the Ybor Historical District design standards.

Heartland Grove - *Palmetto, Florida*
Concept design for a garden-style project consisting of a u-shaped, 4-story, 204-unit apartment building with 7,500 SF of integrated amenities and leasing offices.

Mixed-Use

Catchlight Crossings - *Orlando, Florida*
This 23.3 acre mixed-use community will provide affordable and workforce housing with transit access and a network of plazas and open spaces. It consists of 8 buildings totaling 1.9 million GSF and 1,000 residential units to be built in two phases.

1515 N. Westshore Mixed-Use - *Tampa, Florida*
This new mixed-use development creates two 14-story luxury residential towers including studio, 1, and 2-bedroom units for a total of 360 residences as well as approximately 10,000 SF of restaurant/retail space. It will be a cast-in-place construction project incorporating a 6-story integrated parking garage and amenity deck.

1123 1st Avenue North - *St. Petersburg, Florida*
Currently in the design phase this 21-story residential high-rise is set to redefine urban living in Downtown St. Petersburg's Edge District. With 306 meticulously designed units, ~6,000 SF of ground-floor retail, and 10,000 SF of amenities on both the ground floor and rooftop, the project seamlessly blends modern luxury with community-centric living.

Rome Yard Mixed-Use Development - *Tampa, Florida*
A mixed-use redevelopment in West Tampa that includes apartments and townhouses, commercial space, structured parking and plenty of outdoor gathering areas.

Coquina Key Plaza - *St. Petersburg, Florida*
This mixed-use development, in partnership with St. Pete-based developer, Stoneweg, presents an innovative fusion of commercial and residential spaces. Boasting a diverse array of offerings, it encompasses a thriving retail center alongside 456 units of market rate and workforce housing. The retail center comprises a two-story structure spanning 30,000 SF, complemented by an additional 9,000 SF retail building. On the residential front, nine garden-style buildings are interspersed with convenient surface parking.

Post 301 - *Plant City, Florida*
A new vision for the former post office on Reynolds Street in Downtown Plant City to transform the space into a mixed-use residential/commercial development. Much of historic downtown is comprised of red brick buildings and designing this modern building to feel like it had been in the community for 100 years and nods toward the architecture of its neighboring buildings was a top priority. The new 5-story building consists of 9,060 SF of commercial on the ground floor, residential above it, an on-site parking facility and a 6,696 SF rooftop element.


The Boulevard at West River Apartments


Rome Yard Mixed-Use Development


Whiting Street Studio Development



Brian Hammond, AIA, LEED AP, WELL AP

Director of Architecture - Design Studio

bdg architects

Education
Bachelor of Architecture,
University of Tennessee
College of Architecture

Registrations
Licensed Architect in Florida
FL LIC# AR0009919

Areas of Expertise
Multi-Family
Hospitality
Restaurants
Office
Master Planning

Professional Designations
LEED AP and WELL AP

Memberships
American Institute of Architects, SOREP, ULI Tampa Bay Mixed-Use Product Council, The Architectural Review Committee (ARC) for the City of Tampa, AIA Florida and Florida Housing Coalition Task Force

Brian has experienced a wide range of project types during his 40+ year professional career as a Design Architect in the Tampa region. His project experiences include extensive involvement with multi-family developments, with emphasis on affordable housing in a variety of construction and building types. He also is an expert on sustainable design and the cost effective and efficient implementation of those principles into projects. Over the years he has designed dozens of affordable housing projects of various types and has a vast knowledge of the latest construction materials and techniques.

Multi-Family

The Boulevard at West River Apartments - *Tampa, Florida*
Redevelopment of the City of Tampa's 120-acre West River community with four residential mid-rise buildings, two parking garages and townhomes.

Catchlight Crossings - *Orlando, Florida*
This 23.3 acre mixed-use community will provide affordable and workforce housing with transit access and a network of plazas and open spaces. It consists of 8 buildings totaling 1.9 million GSF and 1,000 residential units to be built in two phases.

Monroe Crossings - *Largo, Florida*
Monroe Crossings is a thoughtfully designed affordable housing development in Largo, created for HP Capital Group. This multi-family project consists of two 4-story wood structures, offering a total of 125 residential units. The development features a leasing office, a community room for social gatherings, and a small fitness center, providing residents with essential amenities within a supportive community setting.

Metro 510 - *Tampa, Florida*
A 120-unit workforce housing facility located in downtown Tampa incorporates the adaptive re-use of the St. Paul AME Church as the clubhouse and amenity building.

Grand Central at Kennedy - *Tampa, Florida*
This mixed-use development spans two city blocks in downtown Tampa's Channel District and responds to the neighborhood's unique pedestrian nature. Street level retail shops are topped by office space, a parking structure and residential units.

Haley Park - *Tampa, Florida*
This 80-unit affordable senior housing facility with a focus on veterans features a swimming pool and outdoor gathering with benches, a gazebo and a dog park.

The Arlington St. Pete - *St. Petersburg, Florida*
The property features a total of 34 well appointed residences designed with an urban, contemporary flair.

New Tampa Palms - *Tampa, Florida*
This 402-unit multi-family project is located in Tampa Palms. The community consists of seventeen (17) wood frame residential buildings and a freestanding amenity center. The 5,000 SF amenity center will include lobby, a common room, three (3) office/conference rooms, storage room, a kitchenette, exercise room and pool deck. The 3-story garden-style apartments are currently under construction.

The Madison at SoHo - *Tampa, Florida*
A 368-unit urban infill residential community in a 3-story configuration on 2 city blocks with integral parking structures.

The Retreat at Trinity - *Pasco County, Florida*
120-unit Senior Living Community, with an independent living facility featuring lifestyle functions all within a single facility, such as a spacious community room, billiards room, exercise room, internet café, multi-media rooms and lap pool.

Washington Avenue Apartments - *Clearwater, Florida*
This urban infill affordable housing development in Downtown Clearwater's Prospect Lake Character District consists of a 4-story single multi-family residential building wrapped around a 3-story parking garage for public use and surface parking for residents. This project is currently in the design phase.

1675 1st Avenue North - *St. Petersburg, Florida*
1675 1st Avenue North will be a 15-story residential tower above a 4-story garage podium. This one-of-a-kind design is located in the heart of St. Petersburg and will be the tallest building in the Edge District. The project is still ongoing at this time.

Ibis Walk Phase II - *St. Petersburg, Florida*
BDG Architects is working with TGM Associates on Phase II of the Ibis Walk Apartments in the Gateway neighborhood off Gandy Boulevard. Once complete, this 6-story, 127-unit building on a 2-story parking garage podium will expand the apartment community to a total of 528 units. The new "U" shaped addition overlooks an outdoor amenity deck with a pool in the center. This project is currently in the design phase.

Boardwalk at Morris Bridge - *Tampa, Florida*
This Project consists of converting nine 3-story student housing buildings into market-rate apartments as well as renovating the ~5,400 SF clubhouse facility. The existing 146-unit Student Housing Community is located near the University of South Florida.


Catchlight Crossings


Monroe Crossings


Metro 510



AFFORDABLE

MULTI-FAMILY PORTFOLIO

CATCHLIGHT CROSSINGS

Affordable Housing

A 1,000-unit mixed-use community offering affordable housing, strategically located on Universal property. The project, developed by Wendover Housing Partners, unfolds in two phases: the first featuring residential units varying between 5-6 stories, and the second with an 8-story building. Totaling 1.97 million GSF across eight buildings, each offers diverse amenities such as retail, educational facilities, a medical center, and more. BDG Architects serves as the Architect of Record, collaborating with Beyer Blinder Belle as the Design Architect and Master Planner to bring this extravagant idea to life.



Orlando, Florida

CLIENT: WENDOVER HOUSING PARTNERS

NO/UNITS: 1,000

TOTAL SF: 1.97 MILLION

ACRES: 20









METRO 510

Workforce Housing

Metro 510 is a 120-unit workforce housing facility located in downtown Tampa. This unique project incorporates the adaptive re-use of the St. Paul AME Church as the clubhouse and amenity building. The St. Paul AME Church was constructed in 1913 and is listed on the City of Tampa's Local Historic Landmarks. This unique urban infill project features an outdoor spray ground, indoor play court, "tween" room, fitness center, business center and elevated exterior courtyards. As public art, the historic stained glass windows in the church will be restored and backlit.

Tampa, Florida







CLIENT: SAGE PARTNERS

NO/UNITS: 120

TOTAL SF: 212,795

ACRES: .94



ASHLEY EAST

Apartments

Ashley East Apartments is a new affordable housing development located next to the transformative East Tampa Innovation Center. Developed by Integral Group, this 118-unit residential community is designed to support the broader vision of creating a vibrant live/work hub that empowers East Tampa residents through innovation, education, and opportunity.

The four-story apartment building will be constructed over a one-story podium and will include 208 dedicated parking spaces. Residents will benefit from a full suite of amenities including an operations office, fitness center, community room, business lounge, and game room.

Ashley East Apartments plays a vital role in the Innovation Center's mission to integrate over 100 units of affordable housing into a larger ecosystem focused on creative manufacturing, business incubation, and workforce development.

Tampa, Florida







CLIENT: INTEGRAL GROUP

NO/UNITS: 118

BLUE SKY
Communities

BDG Architects is honored to collaborate with Blue Sky Communities on five impactful affordable housing projects, each advancing at different stages of development. Recently completed, The Adderley in Tampa provides 128 workforce housing units in a five-story building, featuring amenities such as a pool and playground. Lake Bluetail, a garden-style community offering 120 units across four buildings, has recently begun construction. Additionally, New Trail Plaza, comprising 96 units across two buildings, is set to break ground in June 2024.

Multiple Locations


LAKE BLUETAIL | Riverview, FL


NEW TRAIL PLAZA | Sarasota, FL

THE ADDERLEY | Tampa, FL



HALEY PARK

Senior Housing

This 80-unit senior housing facility in Tampa offers affordable 1 and 2-bedroom apartments on a 3.389-acre site. Developed by New Vision Communities, it prioritizes veterans and seniors aged 55+. All units were swiftly occupied, highlighting the urgent need for such housing. Amenities include a fitness center, salon, activities room, swimming pool, outdoor gathering area, and dog park. Our goal is for Haley Park to set a standard for future communities, ensuring seniors and veterans enjoy a high quality of life.

Tampa, Florida

CLIENT: NEW VISION COMMUNITIES

NO/UNITS: 80

COQUINA KEY

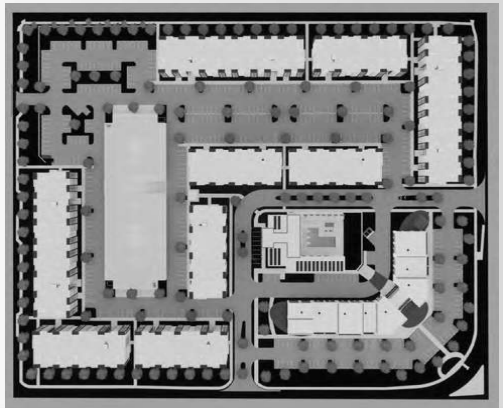
Plaza

Spread across 14.5 acres, this mixed-use development, in partnership with St. Pete-based developer, Stoneweg, presents an innovative fusion of commercial and residential spaces. Boasting a diverse array of offerings, it encompasses a thriving retail center alongside 456 units of market rate and workforce housing.

The retail center comprises a two-story structure spanning 30,000 SF, complemented by an additional 9,000 SF retail building. On the residential front, nine garden-style buildings are interspersed with convenient surface parking. Residents can anticipate an array of top-tier amenities, including a fully equipped clubhouse, state-of-the-art fitness center, inviting swimming pool, expansive green areas, and a dedicated dog park, ensuring a well-rounded living experience.

St. Petersburg, Florida







CLIENT: STONEWEG

NO/UNITS: 456

ACRES: 14.5



SOLLE

Workforce Housing

This small property of approximately 1 acre was redeveloped to provide much needed affordable workforce housing rental apartments. The project was part of revitalization efforts for this neighborhood in the City of Sarasota. The project includes 47 units with 1, 2 and 3 bedroom units.

Sarasota, Florida





NO/UNITS: 47

ACRES: 1

PALMS OF PINELLAS

Workforce Housing

This 92-unit workforce housing development offers affordable housing in Pinellas County, catering to the local workforce in the tourism and service industries. Developed by Norstar, it offers one-, two-, and three-bedroom apartments with ample storage, in-unit laundry, and scenic patios. Residents enjoy a clubhouse, fitness center, playground, swimming pool, pet grooming station, and optional covered parking.

Largo, Florida



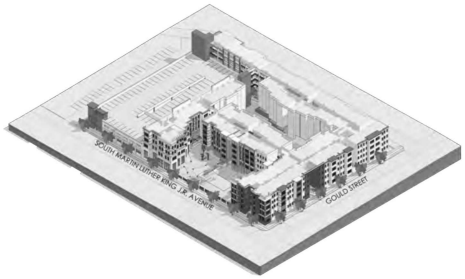




2020 NATIONAL ASSOCIATION OF HOUSING AND REDEVELOPMENT OFFICIALS (NAHRO) AWARDS OF MERIT RECIPIENT

WASHINGTON AVE

Apartments



This urban infill affordable housing project in Downtown Clearwater's Prospect Lake Character District spans approximately 3.38 acres, accommodating 171 units with a density of 50 units per acre. The development includes a 4-story multi-family residential building enveloping a 3-story public parking garage and surface parking for residents. Additionally, a ride-share waiting area is provided within the surface parking lot. Units and amenities are strategically arranged around the garage to shield it from street view. With a focus on providing a modern, amenity-filled living environment, the project aims to enhance the neighborhood while maximizing green space and privacy for residents.

Clearwater, Florida

NO/UNITS: 171

ACRES: 3.38

UNITS/ACRE: 50



VISTA GRAND

Senior Housing



Vista Grand, a 90-unit Senior Living Community in Spring Hill, Florida, offers comprehensive amenities within a single facility, including a spacious community room, billiards room, exercise room, internet cafe, and hair salon. The upscale pool area features shade arbors and grill areas. Conveniently located near restaurants, shopping, and a hospital, Vista Grand ensures a comfortable and stimulating lifestyle for its residents.

Spring Hill, Florida





CLIENT: NEW VISION COMMUNITIES

NO/UNITS: 90

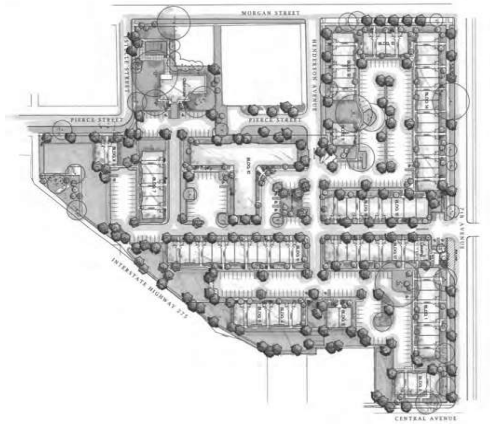
ACRES: 4.2

MOBLEY PARK

Mixed-Income Housing

Featuring views of downtown Tampa, this project transformed the site of a historic hospital into a mixed income rental community. The apartments are a mix of 3-story wood framed and 4-story steel framed.

Tampa, Florida



CLIENT: BANK OF AMERICA CDC

NO/UNITS: 238

ACRES: 10

UNITS/ACRE: 24

GREENWOOD

Apartments

Originally constructed in 1959 in Clearwater, Florida, this renovation transformed the harsh modernist aesthetic to harmonize with the neighborhood's architectural styles. After 40 years of neglect, 24 of the 200 two-bedroom units were reconfigured into 16 three-bedroom apartments.

Clearwater, Florida





CLIENT: BANK OF AMERICA CDC

NO/UNITS: 192

ACRES: 9.36

UNITS/ACRE: 21

2002-2003 FANNIE MAE FOUNDATION'S MAXWELL AWARDS OF EXCELLENCE RECIPIENT

OLIVER HOUSE

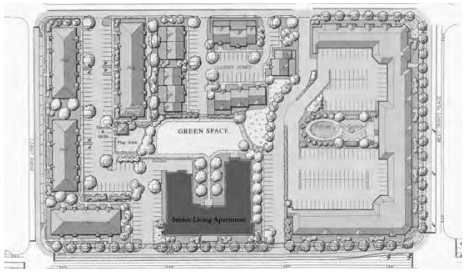
Affordable Housing

Oliver House marks the second phase of the revitalization effort for Allen Wilson Terrace, a historic public housing community dating back to 1941. Comprising 80 units, including 72 one-bedroom and 8 two-bedroom apartments, this project targets affordable elderly housing. Despite its previous state of disrepair, the community boasts a prime location near downtown Decatur, offering residents immediate access to public transportation, shopping, dining, churches, parks, and cultural amenities. Developed by the Decatur Housing Authority, Oliver House represents a vital step in rejuvenating the area while providing much-needed affordable housing options for seniors.

Decatur, Georgia







NO/UNITS: 80

TOTAL SF: 82,419

OSBORNE
Landing



Nestled in East Tampa, this affordable housing initiative stands as a beacon of sustainable urban development. Situated on a reclaimed site, the project features a multi-family residential complex designed for longevity and practicality. With post-tensioned concrete slabs and sturdy masonry walls, durability is paramount. The exterior showcases a seamless blend of stucco and cementitious lap siding, marrying aesthetics with resilience. Spearheaded by Bank of America and CDC, the project's 47 units spread across 1.70 acres exemplify a commitment to community enrichment and accessible housing. Achieving a density of 28 units per acre, it sets a standard for responsible urban planning and inclusive living environments.

Tampa, Florida









CLIENT: BANK OF AMERICA CDC

NO/UNITS: **47**

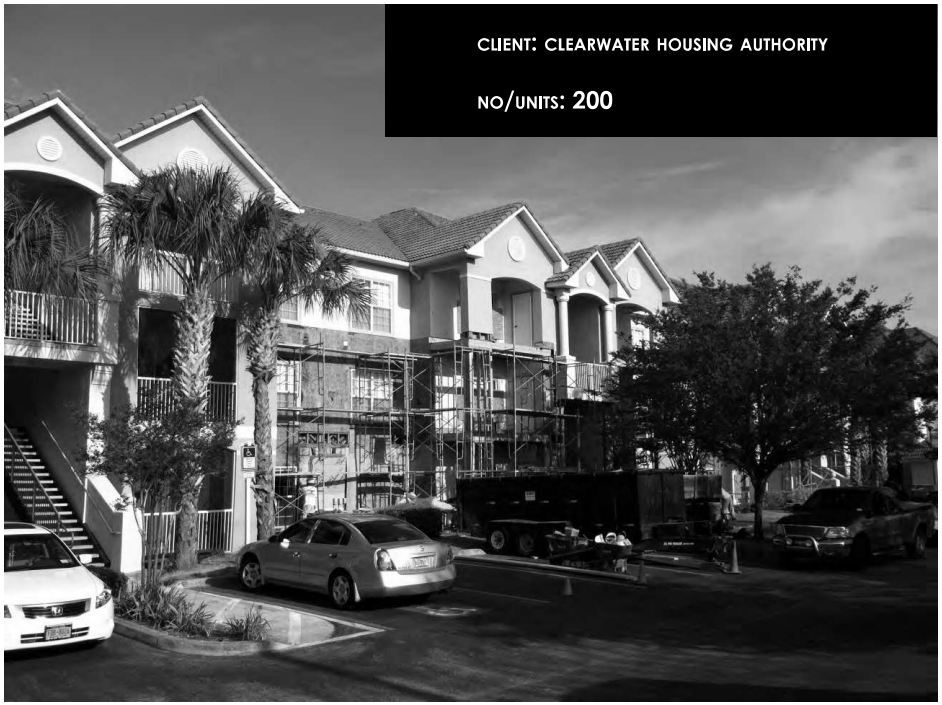
ACRES: **1.70**

UNITS/ACRE: **28**

MAINSTREET
Apartments

This project involved a comprehensive renovation of balconies, exteriors, and roofing across the apartment, garage buildings, and clubhouse of a 200-unit property. Spearheaded by the Clearwater Housing Authority, the initiative aimed to enhance both the aesthetic appeal and structural integrity of the community, ensuring a safer and more comfortable living environment for its residents.

Clearwater, Florida



CLIENT: CLEARWATER HOUSING AUTHORITY

NO/UNITS: **200**

SOUTHEAST GAINESVILLE

Renaissance Initiative

Concepting for a commercial redevelopment plan including mixed-use, single and multi-family housing, medical, and retail. The focus was to create a pedestrian-friendly design that enhanced the relationship between buildings and streets and to give a sense of community to an area lacking in connectivity.

Gainesville, Florida





PARKVIEW VILLAGE

Mixed-Income Housing



(In collaboration with WilsonMiller), Parkview Village represents a transformative Traditional Neighborhood Design (TND) redevelopment of a 40-acre low-income housing site in Clearwater, Florida. This mixed-income development encompasses multi-family apartment rentals, single-family homes, and townhouse units for sale, alongside a clubhouse. Noteworthy amenities include a 20,000 SF Community Center featuring a pool and basketball court, 30,000 SF of retail space, and a 5,400 SF Day Care Center, enriching the community fabric and fostering active, inclusive living.

Clearwater, Florida

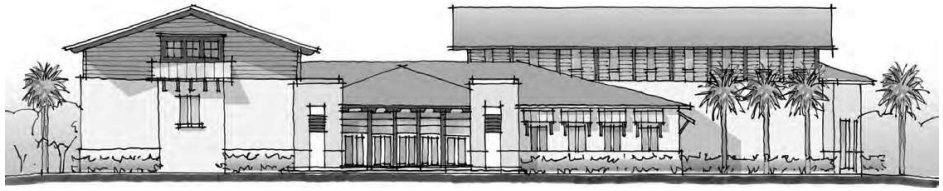
CLIENT: CLEARWATER HOUSING AUTHORITY

NO/UNITS: 295

ACRE: 40.00

UNITS/ACRE: 7.4



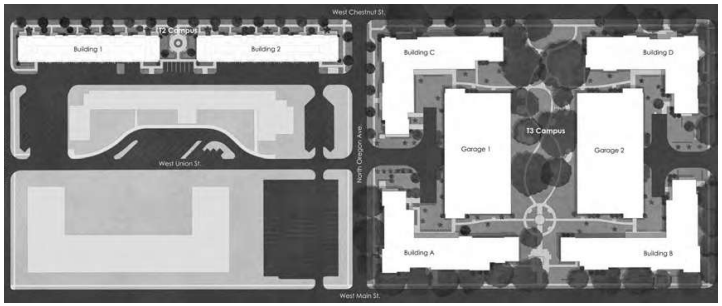


THE BOULEVARD

at West River







BDG Architects is working with the Related Group and the Tampa Housing Authority on redeveloping the City of Tampa's 120-acre West River community. The Boulevard at West River is a 473-unit mixed-income community compromised of four 8-story residential buildings, two parking garages, 12,000 SF of amenity spaces, 8,000 SF of retail, and two 3-story townhome-style buildings with thirty-two residential units and a covered parking portico. This community-driven project provides safe and attainable housing to multi-generational families across all income brackets. Affordable housing projects like The Boulevard at West River continue to shape the Downtown Tampa area into a top destination for residents to live, work, and play.

Tampa, Florida



CLIENT: RELATED GROUP

NO/UNITS: 473



PROJECT SPOTLIGHT

ROME YARD MIXED-USE

PROJECT SPOTLIGHT: ROME YARD MIXED-USE DEVELOPMENT

The Rome Yard Project, a $300 million joint venture by the Tampa Housing Authority, City of Tampa, and Related Urban Development Group, will bring 954 residential units to West Tampa in six years, with 600 designated for workforce and affordable housing. This mixed-use project will feature a job training center, 30,000 SF of amenities, over 17,000 SF of commercial space, a West Tampa Cultural Center & Art Pavilion, greenspaces, and more, TRANSFORMING WEST TAMPA FOR GENERATIONS TO COME. BDG Architects provided conceptual design services for this exciting project.





This LEED Silver project features innovative SUSTAINABILITY AND RESILIENCY components such as smart thermostats, locally sourced materials, various green (vegetative) roofs throughout the development, and a priority on bicyclist safety. The design focuses on health and wellness with WELL Building & Community Standards and Fitwel Certification.

With a steadfast COMMITMENT TO TRANSPORTATION, this development offers a variety of options and multi-modal experiences. This includes additional HART Bus Stops, first mile / last mile electric shuttle connections to the proposed cross-town tram system, and extensive bicycle and electric scooter options and parking.

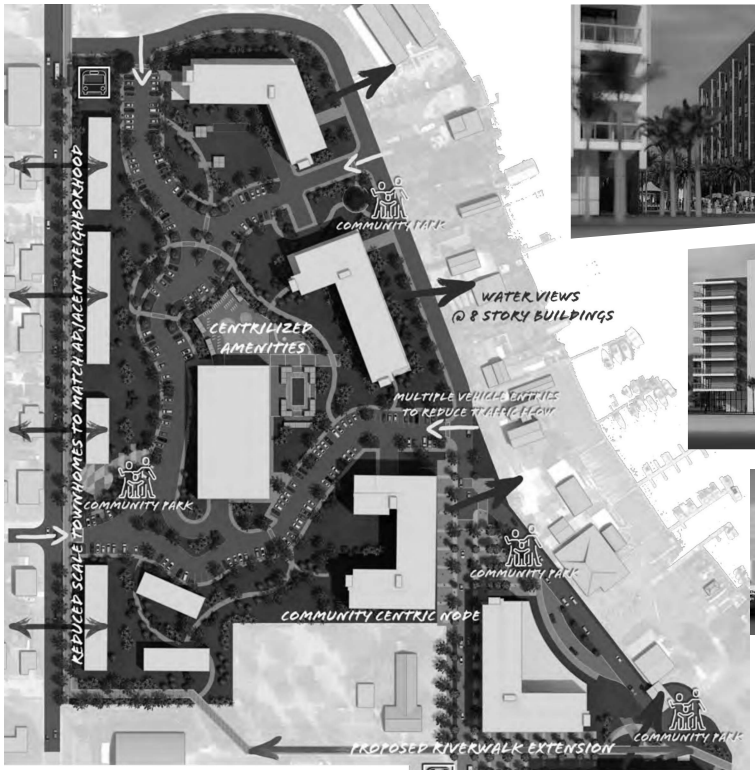


The BDG Architecture team has amazing attention to detail, and very creative, outside of the box designs. They are always a pleasure to work with.

- Peter Van Warner
Related Group













Designed with a focus on NEIGHBORHOOD-CENTRIC ATTRIBUTES, this development features wide open green spaces, including the future Riverwalk, to foster community connectivity and outdoor enjoyment. The Great Lawn serves as a versatile venue for various activities, from movies in the park to farmers markets, while sculpture gardens and "pocket" parks offer tranquil retreats. Residents can also enjoy a resort-style pool and an observation "cigar tower" boasting panoramic views of downtown Tampa and beyond, paying homage to the area's heritage. The art and design will honor and showcase the history of the area as well as compliment the Boulevard at West River Project nearby.

PROJECT SPOTLIGHT: ROME YARD MIXED-USE DEVELOPMENT

This team prioritizes WORKFORCE DEVELOPMENT, dedicating 40% of the project budget (about $75 million) to minority and woman-owned local businesses. Collaborating with the CDC of Tampa and West Tampa CDC, they're implementing apprenticeship programs with Ducon Construction to exceed these goals. Also, a Workforce Training Center will provide community services such as resume building and interview training.





The project will add 954 new residential units across a wide range of affordability, with market rate standard quality finishes for all units. It includes more than 30,000 sq ft of amenity spaces throughout the development, providing services such as fitness centers and libraries. Once completed, the Rome Yard Development Project together with the Boulevard at West River Project will provide ATTAINABLE HOUSING, sustainable, mixed-income/mixed-use development, and all associated infrastructure in one of Tampa's historic downtown neighborhoods.





HOUSING AUTHORITY & TAX CREDIT

PROJECT LISTS

BDG'S HOUSING AUTHORITY PROJECTS

The Boulevard At West River, a 473-unit mixed-income community developed by Related Group in partnership with TAMPA HOUSING AUTHORITY, revitalizes the City of Tampa's 120-acre West River community. This redevelopment comprises four residential mid-rise buildings, two parking garages, and townhomes, all conveniently situated within walking distance of downtown.



Rome Yard, to be developed by Related Urban Development Group in collaboration with TAMPA HOUSING AUTHORITY, Rome Yard is an 18-acre mixed-use redevelopment with 954 residential units, including 600 for workforce and affordable housing. It features a job training center, 30,000 SF of amenities, 17,000+ SF of commercial space, a West Tampa Cultural Center & Art Pavilion, and extensive greenspaces.

Greenwood Apartments, embarked upon by Bank of America CDC in partnership with CLEARWATER HOUSING AUTHORITY, Greenwood Apartments undergoes a transformative renovation. This project focuses on revitalizing a distressed historical multi-family property, encompassing 200 residential units alongside the addition of a clubhouse.

Paradise Trail, spearheaded by CLEARWATER HOUSING AUTHORITY, underwent a significant transformation with comprehensive exterior and interior renovations to enhance its existing 15-unit affordable housing project. These renovations aim to not only improve the overall aesthetics and functionality of the community but also foster a more welcoming and inclusive environment.

Parkview Village, managed by the CLEARWATER HOUSING AUTHORITY, evolved into a Traditional Neighborhood Design (TND) redevelopment across 40 acres. This mixed-income development included multi-family apartment rentals, a clubhouse, and single-family and townhouse units for sale. Embracing a TND approach, Parkview Village fostered a cohesive community, offering diverse housing options while instilling a sense of belonging for its residents.

Mobley Park Apartments, developed through a collaboration between Bank of America CDC and TAMPA HOUSING AUTHORITY, provides crucial affordable, market-rate housing in downtown Tampa. With 238 residential units spread across three and four-story buildings situated on the downtown fringe, it serves as a pivotal response to diverse housing needs within the community.

Osborne Landing, developed by Bank of America CDC and TAMPA HOUSING AUTHORITY, consisted of a three-story affordable housing development boasting 44 units. This project, situated in Tampa, Florida, played a crucial role in addressing the community's housing needs. Through its completion, Osborne Landing Apartments provided essential affordable housing options, contributing to the welfare and stability of the local residents.

Mainstreet Apartments, managed by CLEARWATER HOUSING AUTHORITY, underwent a comprehensive renovation project aimed at enhancing various aspects of the property. This included extensive renovations to the balconies, exteriors of the apartment and garage buildings, and the clubhouse, along with roofing upgrades throughout the 200-unit complex. These renovations enhanced the property's appearance and durability, benefiting its residents.

Oliver House, developed by the DECATUR HOUSING AUTHORITY, marked the 2nd phase of the extensive revitalization of Allen Wilson Terrace, a historic 200-unit public housing community dating back to its construction in 1941. This critical phase not only advanced the revitalization of the community but also represented a significant stride forward in bolstering affordable housing options in Decatur, Georgia.

Fairway Gardens Apartments, a project overseen by CLEARWATER HOUSING AUTHORITY, undergoes a comprehensive transformation to enhance both its exterior and interior. This initiative includes renovations for two affordable housing complexes, each comprising 10 units. Through these renovations, Fairway Gardens Apartments aims to improve living conditions and contribute positively to the community of Clearwater, Florida.



BDG'S TAX CREDIT PROJECTS

Vista Grand, a 90-unit Senior Living Community by NEW VISION COMMUNITIES offers abundant lifestyle amenities including a community room, billiards room, exercise room, internet cafe, and hair salon. Situated adjacent to restaurants, shopping, and a hospital, Vista Grand provides convenient access to essential services in Spring Hill, Florida.

Metro 510, a community developed by SAGE DEVELOPMENT, represents a unique 120-unit workforce housing facility in downtown Tampa. Notably, it incorporates the adaptive re-use of the St. Paul AME Church as the clubhouse and amenity building, seamlessly blending historical preservation with modern functionality.

Cypress Landings, a tax credit multi-family development in Tampa, Florida, led by DDA DEVELOPMENT, comprises 25 affordable apartments spanning two stories. Supported by CDBG funding, this project stands as a testament to providing accessible housing solutions in the community.

Grand Court Apartments, developed by COURTELIS COMPANY, Grande Court Apartments is a sprawling 252-unit garden-style apartment complex in Ft. Myers, Florida, offering residents a serene and comfortable living environment.

Grand Court Apartments, developed by COURTELIS COMPANY, boasts a grand total of 394 units in a garden-style apartment complex, providing residents with an expansive and inviting community atmosphere in Kissimmee, Florida.

Mariposa Apartments, developed by FRAMEWORK GROUP, consists of 38 units spread across two stories of affordable apartments, supported by NSP1 Funding, showcasing a commitment to accessible housing solutions in Tampa.

Marisol Apartments, a project led by DDA DEVELOPMENT, underwent a renovation to transform a 25-unit, 2-story building into affordable apartments, benefiting from NSP3 Funding to improve living standards in Tampa.

Oakview, a project developed by FRAMEWORK GROUP, comprises 55 units of affordable apartments across two stories, with funding from NSP2, TIF, and HOME programs, addressing the crucial need for accessible housing in Tampa.

Southeast Gainesville Renaissance Initiative, conceived by GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, envisioned a commercial redevelopment plan aimed at enhancing connectivity and fostering community cohesion through mixed-use, single and multi-family housing, medical, and retail spaces.

Lakeland Downtown Redevelopment, led by the LAKELAND DOWNTOWN DEVELOPMENT AUTHORITY and Feltrim Development, revitalized a 14-acre urban infill site in downtown Lakeland, featuring 460 for-sale flats and townhouses. This transformation included the addition of a new park amenity, enriching the area for residents and visitors alike, in collaboration with Wallis Murphy Boyington.

Haley Park, a project developed by NEW VISION COMMUNITIES, is an 80-unit Senior Housing facility situated on 3.389 acres in Tampa. It features amenities such as a swimming pool, outdoor gathering areas with benches, a gazebo, and a dog park, offering residents a comfortable and vibrant living environment.





PROJECTS FOR WILSON COMPANY

Westbrook Apartments
Orlando, FL
234 Units

Westchase Apartments
Ft. Myers, FL
352 Units

Westchester Apartments
Hillsborough County, FL
376 Units

Westminster Apartments
Oldsmar, FL
270 Units

Weston Oaks Apartments
Pasco County, FL
200 Units

Westwood Apartments
Ft. Myers, FL
288 Units

Wexford Apartments
Tampa, FL
324 Units

Whispering Pines Apartments
St. Augustine, FL
192 Units

Whispering Woods Apartments
St. John's County, FL
192 Units

Wilmington Apartments
Polk County, FL
200 Units

Windermere Apartments
Brandon, FL
352 Units

Wilmington Apartments
Polk County, FL
200 Units

Windermere Apartments
Brandon, FL
352 Units

Windsong Apartments
Columbia County, FL
200 Units

Wyngate Apartments
St. Petersburg, FL
264 Units

Wyndham Place Apartments
Sanford, FL
312 Units



THE BOULEVARD AT WEST RIVER | Tampa, FL

ADDITIONAL OFFICES

TAMPA HEADQUARTERS
813.323.9233

- BIRMINGHAM, AL
- CHARLOTTE, NC
- JACKSONVILLE, FL
- PRINCETON, NJ
- MINEOLA, NY
- SARASOTA, FL

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Exhibit D

2905 Northwest Blvd, Suite 150 • Plymouth, MN 55441-2644 • Corporate 763/354-5500 • Fax 763/354-5519 • Web dominiumapartments.com

Location Map

ID: 18-25-29-2115-0001-0030



Exhibit E

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PURCHASE AGREEMENT

(2100 Yates Road, Kissimmee, FL)

THIS PURCHASE AGREEMENT (this "Agreement") is made as of April 17, 2025 (the "Effective Date"), by and between Talisman Partners, LLC, a Florida limited liability company ("Seller") and Dominium Acquisition, LLC, a Minnesota limited liability company, or its successors and assigns ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property (collectively, "Property"):

   1.1. Real Property. That real property located north of US 192 east of Old Vineland Road and west of Yates Road in the City of Kissimmee, County of Osceola, State of Florida, comprised of approximately ten (10.00) acres of tax parcel no. 18-25-29-2115-0001-0030, and as more particularly described on **Exhibit A** attached hereto (the legal description shall be agreed to by the parties prior to Closing and shall conform to information contained in the Title Evidence) (collectively, the "Land"), together with (i) all buildings and improvements constructed or located on the Land, if any (the "Buildings"), and (ii) all easements and rights benefiting or appurtenant to the Land (collectively, the "Real Property").

   1.2. Leases, Contracts, Permits, Warranties, Records, Miscellaneous. Seller's interests in the following items, all of which relate to the Property: all leases (the "Leases"); all service and maintenance contracts, equipment leases and other contracts (the "Contracts"); all permits, development rights, utility rights, water rights, entitlements, licenses, and trade names (the "Permits"), in each case, to the extent Buyer informs Seller that Buyer elects to assume such Contracts or Permits (such Contracts or Permits being the "Assumed Contracts and Permits"); (b) any and all development agreements, site plans, surveys and any other documents pertaining to development or potential development of the Real Property (the "Development Plans"); (c) any and all warranties and guaranties relating to the Property (the "Warranties"); and all business records, including, but not limited to, management, leasing, real estate taxes, assessments, insurance, rents, maintenance, repairs, capital improvements, notices and services (the "Records").

2. Purchase Price and Manner of Payment. The total purchase price (the "Purchase Price") to be paid for the Property shall be Five Million Fifty Thousand and No/100 Dollars ($5,050,000.00). The Purchase Price shall be payable as follows:

   2.1. Fifty Thousand and No/100 Dollars ($50,000.00) of initial earnest money (together with any interest earned thereon, collectively, the "Initial Earnest Money"), deposited on or before the day after the Effective Date with Newmark Title Company, 1700 Post Oak Boulevard, Suite 250, Houston, Texas 77056, Attn: Alon Steiner, Phone: (917)-612-5713, Email: alon.steiner@nmrk.com ("Title Company") acting as escrow agent, which shall be held in accordance with

this Agreement and the escrow receipt attached hereto by and among Title Company, Seller, and Buyer. A "Full Refund Event" under this Agreement means either (i) a Seller breach or default under this Agreement, (ii) a Title Related Termination, (iii) [reserved], or (iv) a Condemnation Termination. When a Full Refund Event has occurred, the Buyer shall be entitled to a full refund of all amounts paid under this Agreement, including any interest thereon, whether such amounts are held by the Title Company or have been released to the Seller.

2.2. Fifty Thousand and No/100 Dollars ($50,000.00) of additional earnest money (together with any interest earned thereon, collectively, the "Additional Earnest Money #1"), deposited within thirty (30) days of the Effective Date with the Title Company acting as escrow agent, which shall be held in accordance with this Agreement and the escrow receipt attached hereto by and among Title Company, Seller, and Buyer. The Initial Earnest Money and Additional Earnest Money #1 shall be fully refundable to Buyer until the Inspection Contingency Date (hereinafter defined). After the Inspection Contingency Date, the Initial Earnest Money and Additional Earnest Money #1 shall be released to Seller within three (3) business days following the Inspection Contingency Date and shall be fully refundable to Buyer only upon the occurrence of a Full Refund Event.

2.3. One Hundred Thousand and No/100 Dollars ($100,000.00) of additional earnest money (together with any interest earned thereon, collectively, the "Additional Earnest Money #2"), deposited within one-hundred eighty (180) days after the Effective Date with the Title Company acting as escrow agent, which shall be released to Seller within three (3) business days following one-hundred eighty (180) days after the Effective Date, shall be fully refundable to Buyer only upon the occurrence of a Full Refund Event.

2.4. One Hundred Thousand and No/100 Dollars ($100,000.00) of additional earnest money (together with any interest earned thereon, collectively, the "Additional Earnest Money #3"), deposited within three hundred sixty (360) days after the Effective Date with the Title Company acting as escrow agent, which shall be released to Seller within three (3) business days following three hundred sixty (360) days after the Effective Date, shall be fully refundable to Buyer only upon the occurrence of a Full Refund Event. Collectively, the amount of the Initial Earnest Money, the Additional Earnest Money #1, the Additional Earnest Money #2, the Additional Earnest Money #3 and the Extension Earnest Money (hereinafter defined) actually deposited constitute the "Earnest Money" as described in this Agreement.

2.5. The Purchase Price, less (i) the Earnest Money, and (ii) the amount of any prorations and other adjustments under this Agreement that result in a credit against the Purchase Price, shall be payable by wire transfer of funds on the Closing Date (hereinafter defined) subject to adjustments for the Earnest Money and prorations as provided herein.

2.6. The Buyer will pay Seller on the Closing Date an additional purchase price amount equal to $25,000 per unit for each apartment unit site plan approved above two-hundred four (204) units which are actually built on the Property. The obligations under this Section 2.6 shall survive the Closing Date. If the number of units has not been approved as of Closing, the parties shall enter into a post-closing agreement regarding payment of same.

3. Contingencies. The obligations of Buyer under this Agreement are contingent upon each of the following:

3.1. Seller Performance. Seller shall have performed all of Seller's obligations in this Agreement at such times and in such manner as required by this Agreement.

3.2. Representations and Warranties. The Seller's representations and warranties contained in this Agreement must be true as of the Effective Date and as of the Closing Date. The Seller shall deliver to Buyer on the Closing Date a certificate reaffirming the accuracy and truthfulness of each of Seller's representations and warranties (or, if any has ceased to be true, so indicating), and providing that such representations and warranties shall survive the Closing Date and the delivery of the Deed for a period of six months in accordance with the terms and conditions of this Agreement.

3.3. Title. Title shall have been found acceptable, or been made acceptable, in accordance with the requirements and terms of Section 6.

3.4. Access and Inspection. Buyer shall have an inspection period (the "Inspection Period") commencing on the Effective Date and ending at 11:59 p.m. Eastern Time on the date that is thirty (30) days after the Effective Date, as may be extended pursuant to the terms hereof, to undertake such studies, tests (including without limitation soil testing), and investigations it deems necessary or advisable with respect to the Property. Seller shall have allowed Buyer, and Buyer's agents, immediate access to the Property without charge and at all reasonable times for the purpose of Buyer's investigation and testing the same. Seller shall provide copies of all documents listed on **Exhibit B** ("Due Diligence Documents") that are currently in Seller's possession or control within seven (7) days of the Effective Date ("Due Diligence Date"). Buyer has the right to interview employees of Seller who may have knowledge of the Due Diligence Documents. Seller shall also make available to Buyer and Buyer's agents, without charge, all plans and specifications, records, inventories and permits and any such other documents or correspondences in Seller's possession or control relating to Hazardous Substances (hereinafter defined) affecting the Property, and Buyer has the right to interview employees of Seller who may have knowledge of such matters. At Buyer's sole cost and expense, Buyer shall have obtained and be satisfied with, in Buyer's sole discretion, a Phase I Environmental Site Assessment of the Property, investigation of all zoning, code and governmental regulations, restrictions, or requirements in place at the Property, geotechnical soil testing, determination of flood zone status, noise testing and review, any and all

additional environmental investigations and reports that Buyer deems appropriate, and any other studies, tests and/or investigations Buyer deems necessary or advisable in its sole discretion. If, on or before the thirtieth (30th) day following the Effective Date ("Inspection Contingency Date"), Buyer determines in its opinion that the Property is not suitable to Buyer, for any reason or no reason, then Buyer may, in its sole and absolute discretion, terminate the Agreement by delivering written notice to Seller. Buyer shall assume all risks involved in entering the Property for the performance of such activities and shall indemnify and hold Seller harmless from and against all loss and expense by reason of any liability due to bodily injury or death to persons or damage to Property sustained by any party arising out of or in connection with the exercise of any of Buyer's rights under this paragraph except those caused by Seller's negligence; provided, however, that Buyer's obligations under this Section 3.4 shall not apply to the mere discovery or presence of any pre-existing (i) hazardous substances located on, under or about the Property or migrating therefrom or toward the Property, or (ii) defects or other conditions affecting the Property. This provision shall survive the termination of this Agreement. In the event Buyer elects to terminate this Agreement prior to Closing for any reason other than a Seller default, Buyer shall provide Seller with a copy of its third party reports and inspections material (not to include financing appraisals, financial term sheets, architectural plans, drawings and similar material), without representation or warranty, prior to receiving a refund of any Earnest Money it is entitled to under the Agreement. After the expiration of the Inspection Period, Buyer and its agents shall, with notice to Seller, have continued access to the Property to perform any studies, tests and investigations Buyer deems necessary. To the extent necessary, Seller shall coordinate and cooperate with providing Buyer access to the Real Property.

3.5. Document Review. Buyer shall have determined, prior to the expiration of the Inspection Period, that it is satisfied with its review and analysis of the Contracts, Permits, Warranties, Records and Permitted Encumbrances. Seller shall, within seven (7) days of the Effective Date, deliver to Buyer copies of all such documents in Seller's possession or control for review.

3.6. [Reserved].

3.7. [Reserved].

If any contingency has not been satisfied on or before the specific date contained in such contingency, or the Closing Date if no date is specified, then this Agreement may be terminated by notice from Buyer to Seller. Upon termination, any Earnest Money that is still refundable shall be released to Buyer and upon return, neither party will have any further rights or obligations regarding this Agreement or the Property except those items that survive the termination of this Agreement. All the contingencies are specifically for the benefit of the Buyer, and the Buyer shall have the right to waive any contingency by written notice to Seller.

4. Closing. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on or before the five hundred fortieth (540th) day following the Effective Date, as may be extended as in accordance with Section 4.1 (the "Closing Date"). The Closing shall take place through escrow deliveries to Title Company, and, any Earnest Money that is in escrow shall be released to Seller through the Title Company at Closing. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.

4.1. Closing Date Extension. Buyer has the right, in its sole and absolute discretion, to extend the Closing Date for up to two (2) ninety (90) day periods (each, an "Extension Period") by notifying Seller in writing prior to the scheduled Closing Date (as extended by any prior Extension Period). If Buyer extends the Closing Date, Buyer will deposit with the Title Company an additional One Hundred Thousand and No/100 Dollars ($100,000.00) of additional earnest money for each Extension Period (together with any interest earned thereon, collectively, the "Extension Earnest Money"), which shall be released to Seller within three (3) business days of the beginning of each Extension Period. With the exception of a Seller default of this Agreement, the Extension Earnest Money shall be nonrefundable to Buyer, however, the amount paid will be applied or credited toward the Purchase Price at Closing. In the case of a Full Refund Event, any Extension Earnest Money paid shall be returned to Buyer.

4.2. Seller's Closing Documents. On the Closing Date, Seller shall execute and deliver to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content agreed to between Seller and Buyer:

4.2.1. Deed. A special warranty deed conveying the Real Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances.

4.2.2. Assignment of Contracts, Permits, Warranties and Miscellaneous Documents. An Assignment of Leases, Contracts, Permits, Warranties conveying Seller's interest in such Leases, Contracts, Permits and Warranties relating to the Real Property to Buyer.

4.2.3. Original Documents. Original copies of the Leases, Contracts, Permits, Warranties and Records in Seller's possession, plus all plans and specifications for the Property in Seller's possession.

4.2.4. FIRPTA Affidavit. A non-foreign affidavit, properly executed, containing such information as is required by IRC Section 1445(b)(2) and its regulations.

4.2.5. Seller's Affidavit. A lien, possession and encumbrance affidavit sufficient for the Title Company to delete the standard exceptions related thereto.

4.2.6. Intentionally Omitted.

4.2.7. Intentionally Omitted.

4.2.8. Individual Sewage Treatment Systems. If the Property contains an individual sewage treatment system and the same is known by Seller, a disclosure statement.

4.2.9. Outstanding Debt Satisfactions. Seller shall provide Title Company the necessary information, including pay-off letters, mortgage or loan document releases and financing statement releases to ensure that any and all outstanding debt obligations on the Property are satisfied on or before the Closing Date.

4.2.10. Other Documents. All other documents reasonably determined by Buyer or the Title Company to be necessary to transfer the Property to Buyer free and clear of all encumbrances, except the Permitted Encumbrances.

4.3. Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, "Buyer's Closing Documents"):

4.3.1. Purchase Price. Immediately available funds representing the cash balance of the Purchase Price in accordance with Section 2.

4.3.2. IRS Forms. A Designation Agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.

4.2.3 Other Documents. All other documents reasonably determined by the Title Company to be necessary to receive the Property and to close the transactions contemplated as set forth herein.

5. Costs and Prorations. Seller and Buyer agree to the following allocation of costs, prorations, and adjustments regarding this Agreement:

5.1. Title Insurance and Closing Fee. Buyer will pay all costs of the Title Evidence (hereinafter defined). Buyer will pay all premiums required for the issuance of any owner's or mortgagee's Title Policy or any endorsements Buyer requires for such Title Policy.

5.2. Seller Transaction Costs. Seller will pay: (i) documentary stamp taxes relating to the transfer of ownership of the Property, (ii) the costs of recording any and all mortgage satisfactions and the costs of recording any releases of security interests, liens, or encumbrances related to the Property, (iii) the costs of curing all title objections for which Seller has elected to cure under this Agreement, including applicable recording costs, (iv) the cost of providing and transmitting the due diligence provided by Seller, (v) the costs of recording the deed from Seller to Buyer, (vi) any brokerage fees, and (vii) one half of any closing fees charged by the Title Company in this transaction, not to exceed $1,500.00.

5.3. Buyer Transaction Costs. Buyer will pay: (i) title insurance premiums for any owner's or lender's title insurance policies, (ii) the costs of Buyer's inspections and due diligence activities conducted during the Inspection Period, (iii) the costs for any endorsements to the owner's or lender's title insurance policies over and above the basic premium, and (iv) one half of any closing fees charged by the Title Company in this transaction, not to exceed $1,500.00.

5.4. Real Estate Taxes and Special Assessments. If Closing occurs after December 31, 2025, All real estate taxes and special assessments payable in the years 2025 and before shall be paid by Seller. Unless this Agreement has been previously terminated, real estate taxes and special assessments payable in the years 2026 and thereafter shall be paid by Buyer at or prior to the Closing Date.

5.5. Other Costs. All other operating costs of the Property shall be allocated between Seller and Buyer as of the Closing Date if Closing occurs after December 31, 2025, so that Seller pays that part of operating costs for periods before the Closing Date, and Buyer pays that part of operating costs for periods from and after the Closing Date. If Closing occurs after December 31, 2025, Buyer shall reimburse Seller for all carrying costs for the Property incurred in 2026 and thereafter, including but not limited to, liability insurance premiums and governmental required site maintenance such as lot clearing, not to exceed $10,000.00 annually.

5.6. Attorney's Fees. Each of the parties will pay its own attorney's fees, except that in any action brought due to a party defaulting under this Agreement, as applicable, will pay the reasonable attorneys' fees and court costs incurred by the nondefaulting party to enforce its rights hereunder.

6. Title Examination. Title examination will be conducted as follows:

6.1. Title Evidence. Within seven (7) days of the Effective Date, Seller shall furnish Buyer with full and complete copies of all title commitments, title policies, encumbrance documents and surveys pertaining to the Real Property in Seller's possession or control. Buyer may, at Buyer's expense, collect the following (collectively, "Title Evidence"): (i) a commitment ("Title Commitment") for an ALTA Owner's Policy of Title Insurance insuring title to the Real Property issued by the Title Company; (the "Title Policy"), deleting standard exceptions and including affirmative insurance regarding zoning, contiguity, appurtenant easements and such other matters as may be identified by Buyer, in the amount of the Purchase Price; (ii) UCC searches against Seller by name and the Real Property ("UCC Searches"); (iii) wetland delineation, and/or (iv) an ALTA/NSPS Land Title Survey (the "Survey") prepared by a registered land surveyor and certified to Buyer and Buyer's lender, if any, showing the Real Property and location of all buildings and easements thereon and such other information and containing such matters as Buyer or Buyer's lender shall reasonably request.

6.2. Buyer's Objections. Within thirty (30) days after the Effective Date, Buyer will make written objections to the form and/or contents of the Title Evidence

(individually an "Objection" and collectively, the "Objections"). Any exceptions shown on such Title Evidence and not objected to by Buyer shall be deemed Permitted Exceptions. Seller shall notify Buyer within ten (10) days of receipt of the Objection(s) whether Seller intends to correct any of the Objection(s). Buyer's failure to make Objections within such time period will constitute waiver of Objections; provided, however, that Buyer may make further Objections to matters disclosed by any updated Title Evidence that were not disclosed by prior Title Evidence, within fifteen (15) days of Buyer's receipt of such updated Title Evidence. If Seller intends to cure any Objection(s), Seller will have until ten (10) days after receipt of the Objections to cure the Objections ("Title Cure Period"). If Seller elects not to cure any Objection, the Title Cure Period shall be deemed to expire ten (10) days after Seller sends notice of same. To the extent Seller elects to cure an Objection and said Objection can be satisfied by the payment of money, Buyer shall have the option (but not the obligation) to make such payment to cure the Objection(s), and the amount so applied shall reduce the amount of cash payable to Seller at the Closing, provided Buyer and Seller mutually agree to the amount. Notwithstanding anything to the contrary contained herein, Seller shall (i) terminate any lease agreements and cause all tenants to be vacated from the Property on or before the Closing Date and (ii) cause all monetary liens (security deeds, collateral liens, municipal liens, mechanics' liens, assessments, etc.) to be released from the Property on or before the Closing Date, regardless of whether or not such items were objected to by Buyer. If the Objections are not cured to the Buyer's satisfaction within the Title Cure Period, Buyer will have 10 days after the expiration of the Title Cure Period in which to elect to do any of the following with respect to any Objection or all of the Objections:

6.2.1. Terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money and interest accrued and unpaid on the Earnest Money ("Title Related Termination"); or

6.2.2. Waive any Objection and proceed to Closing. Any uncured Objection waived by Buyer or any exception to the Title Commitment not objected to by the Buyer shall be a "Permitted Encumbrance" under this Agreement. Further, for those items Seller has elected to cure Buyer shall be entitled to withhold from the Purchase Price an amount, which, in the reasonable judgment of the Title Company, is sufficient to satisfy any monetary Objection that can be satisfied by the payment of money.

6.3. Operation Prior to Closing. During the period from the Effective Date until the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance. Seller shall execute no contracts, leases or other agreements regarding the Property during the Executory Period that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be

withheld by Buyer at its sole discretion. Seller shall not, and shall not cause or permit any third party to, remove dirt, gravel, minerals or timber from the Property or materially alter the condition of the Property during the Executory Period without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion. Seller shall cooperate with (i) the submission of all land use and other applications, and (ii) all plats, easements, and other agreements requested by Buyer in connection with Buyer's proposed redevelopment of the Property. Seller recognizes that prior to Closing, Buyer intends to make certain applications to local agencies that will impact the Land, including without limitation, applications for rezoning, wetland impacts, a comprehensive plan amendment, applications to replat the Land, applications to the watershed authority, applications to various utility providers, and other applications (ex: parking variance, impact fee waiver, etc.) (collectively, the "Approval Applications"). Seller shall reasonably cooperate with Buyer in Buyer's submission of such Approval Applications, and Seller shall execute such applications and other documents as may be reasonably required or requested in connection therewith, including without limitation, documents that provide Buyer the authority to make applications on behalf of Seller in regards to the Land. In no event shall Seller be obligated to incur any monetary costs and/or expenses associated therewith that is not immediately reimbursed by Buyer. In the event Buyer does not Close on the Property, Buyer shall be responsible for terminating any Approvals binding on the Property that Seller elects to have terminated.

7. Representations and Warranties. Seller represents and warrants to Buyer as follows:

7.1. Existence; Authority. Seller is duly organized, qualified and in good standing, and has the requisite power and authority to enter into and perform this Agreement and the Seller's Closing Documents; such documents have been duly authorized by all necessary action; such documents are valid and binding obligations of Seller, and are enforceable in accordance with their terms. Seller is not subject to any law, order, decree, restriction or agreement that prohibits or would be violated by this Agreement, and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action of Seller.

7.2. Title. To the best of Seller's knowledge, Seller has good and marketable title in fee simple to the Property. The Property has not been assigned or conveyed to any party. Seller has the right to convey the Property in accordance with the terms of this Agreement. No person or entity (other than Buyer in accordance with this Agreement) has a right to acquire any interest in the Property. Except for the Permitted Encumbrances, the Property will be transferred at Closing free of all leases, liens and other encumbrances. There are no use agreements, restrictive covenants, or other documents that restrict the Property in any way that would affect the Buyer's intention to develop multifamily housing on the Property, whether for seniors or families and whether with or without income and occupancy restrictions.

7.3. Documents. All documents, including documents includable as Due Diligence, required to be delivered to Buyer have been delivered to Buyer had have been delivered without alteration or omission.

7.4. Casualty. There has not been in the past 12 months, and there is not now, any casualty affecting the Property, and there is not now any disrepair or damage that remains unrepaired, due to any prior casualty affecting the Property.

7.5. Leases and Contracts. The Property is subject to no leases or possessory rights in favor of any third party, except as otherwise disclosed to Buyer in writing. To the best of Seller's actual knowledge, Seller has made available to Buyer a correct and complete copy of each Contract and its amendments which will survive a Closing hereunder.

7.6. Operations. To the best of Seller's actual knowledge, Seller has received no notice of actual or threatened cancellation or suspension of any utility services for any portion of the Real Property. To the best of Seller's knowledge, there are no restrictions preventing Buyer from connecting to and installing all standard utilities to service the Property for Buyer's proposed development . To the best of Seller's actual knowledge, Seller has received no notice of actual or threatened special assessments or reassessments of the Real Property. To the best of Seller's actual knowledge, the Property is, and to Seller's actual knowledge has been, used in compliance with all governmental permits. To the best of Seller's actual knowledge, Seller has not been provided with notice that a default exists under any permits in Seller's possession relating to the Property. To the best of Seller's actual knowledge, Seller has not been provided with a notice of default concerning any of Seller's obligations or liabilities regarding the Real Property. To the best of Seller's knowledge, there are no pending or contemplated zoning changes, variances, special zoning exceptions, conditions or agreements affecting, or potentially affecting the Property or any portion of the Property.

7.7. Environmental Laws. To the best of Seller's actual knowledge, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment) (collectively, "Hazardous Substance") have been generated, treated, stored, transferred from, released or disposed of, or otherwise placed, deposited in or located on the Property Real Property, nor has any activity been undertaken on the Property that would cause or contribute to the Real Property becoming a treatment, storage or disposal facility within the meaning of, or otherwise bring the Real Property within the ambit of, any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment. Except as otherwise disclosed to Buyer. To the best of Seller's actual knowledge, there has been no discharge, release or threatened release of Hazardous Substances from the Property. To the best of

Seller's actual knowledge, there are no Hazardous Substances or conditions in or on the Property that may support a claim or cause of action under any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment. To the best actual knowledge of Seller, the Property is not now, and to the best actual knowledge of Seller never has been, listed on any list of sites contaminated with Hazardous Substances, nor used as landfill, dump, disposal or storage site for Hazardous Substances.

7.8. Seller's Defaults. Seller is not aware of any default concerning any of its obligations or liabilities regarding the Property.

7.9. FIRPTA. Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate", as those terms are defined in Section 1445 of the Internal Revenue Code.

7.10. Wells and Individual Sewage Treatment Systems. To the best of Seller's actual knowledge, the Seller does not know of any "Wells" on the described Property or "Individual Sewage Treatment Systems" on the described Property.

7.11. Storage Tanks. To the best of Seller's actual knowledge, no above ground or underground tanks are located in or about the Property, or have been located under, in or about the Property and have subsequently been removed or filled. To the extent storage tanks exist on or under the Real Property, such storage tanks have been duly registered with all appropriate regulatory and governmental bodies, and otherwise are in compliance with applicable federal, state and local statutes, regulations, ordinances and other regulatory requirements.

7.12. Reports. Seller has delivered to Buyer copies of all environmental reports and studies relating to the Property which are in the possession or control of Seller.

7.13. No Conflict or Lien. To the best of Seller's actual knowledge, neither the execution or delivery of this Agreement nor the consummation of the transaction as contemplated herein will conflict with or result in a breach of any contract, license or undertaking to which Seller is a party or by which any of its property is bound, or constitute a default thereunder or, except as contemplated herein, result in the creation of any lien or encumbrance upon the Property.

7.14. No Proceedings. To the best of Seller's actual knowledge, no legal or administrative proceeding is threatened or pending against Seller which would adversely affect its right to convey the Real Property to Buyer as contemplated in this Agreement. Seller is not aware of any condemnation or eminent domain proceedings pending or threatened with respect to the Real Property and further, Seller is not aware of any legal or administrative proceedings pending or threatened affecting the Real Property.

7.15. Private Restrictions. To the best of Seller's actual knowledge, there are and will be no private restrictions that affect the uses which may be made of the Real

Property by Buyer, including, but not limited to, the size or cost of any building or structures to be placed on the Real Property, limitations on use or restrictions in regard to fences, roofs, garages and heights of buildings or structures to be placed on the Real Property, or agreements that subject any architectural or development plans to an association or other non-governmental person, group or organization.

7.16. No Bankruptcy. Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

Seller will indemnify Buyer, its successors and assigns, against, and will hold Buyer, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees and costs, that Buyer incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after Closing. Provided, Seller shall have no liability for any representation or warranty that is true as of the execution of this Agreement but becomes untrue prior to Closing through no affirmative action taken by Seller. Seller shall notify the Buyer upon determining that any such representation or warranty has become untrue within seven (7) business days of determining such representation or warranty has become untrue, and Buyer shall then have seven (7) business days thereafter in which Buyer may terminate this agreement, which shall then constitute a Full Refund Event. Closing under this Agreement by Buyer with knowledge of any such breach by Seller will constitute a waiver or release by Buyer of any claims due to such breach. Each of the representations and warranties of Seller set forth in this Agreement shall survive the Closing for a period of six (6) months.

Buyer represents and warrants to Seller as follows:

7.17. Existence; Authority. Buyer is duly organized, qualified and in good standing, and has the requisite power and authority to enter into and perform this Agreement and Buyer's Closing Documents; such documents have been duly authorized by all necessary action; such documents are valid and binding obligations of Buyer, and are enforceable in accordance with their terms.

7.18. Buyer's Default. Buyer is not aware of any default concerning any of its obligations or liabilities regarding the Property or Buyer's obligations set forth herein.

7.19. No Conflict. To the best of Buyer's actual knowledge, neither the execution or delivery of this Agreement nor the consummation of the transaction as

contemplated herein will conflict with or result in a breach of any contract, license or undertaking to which Buyer is a party or by which any of its property is bound, or constitute a default thereunder or, except as contemplated herein.

7.20. No Proceedings. To the best of Buyer's actual knowledge, no legal or administrative proceeding is threatened or pending against Buyer which would adversely affect its right to purchase the Real Property as contemplated in this Agreement.

Buyer will indemnify Seller, its successors and assigns, against, and will hold Seller, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after Closing. Each of the representations and warranties of Buyer set forth in this Agreement shall survive the Closing for a period of six (6) months.

8. Condemnation. If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give written notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice ("Condemnation Termination"). If Buyer shall fail to give the notice, then the parties shall proceed to Closing, and Seller shall assign to Buyer all rights to appear in and receive any award from such proceedings.

9. Broker's Commission. If a Closing occurs, Seller will pay a brokerage commission to Tim Dickerson of Intervest Realty Resources, LLC Except as stated herein, Seller and Buyer represent to each other that they have not dealt with any other brokers, finders or the like in connection with this transaction, and agree to indemnify and hold each other harmless from all claims, damages, costs or expenses of or for any other such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.

10. Assignment. Seller may not assign or otherwise transfer any of its rights under this Agreement without the prior written consent of Buyer. Except as provided below in this Section, Buyer may not assign or otherwise transfer all or any of its rights under this Agreement without the prior written consent of Seller. No assignment shall relieve Seller or Buyer of its obligations under this Agreement. Notwithstanding anything to the contrary in this Section, Buyer shall have the right at its sole discretion, at any time prior to or on the Closing Date, to (i) assign all of its interest in and to this Agreement to an affiliate of Buyer; or (ii) to acquire or hold title to the Property and to assign all of its interest in and to this Agreement to such entity for such purpose.

11. Survival. All of the terms of this Agreement and warranties and representations herein contained shall survive and be enforceable after the Closing as provided herein.

12. Notices. Any notice required or permitted hereunder shall be deemed duly given (i) by personal delivery upon an authorized representative of a party hereto; (ii) dispatch by Federal Express or equivalent, or mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; (iii) by email sent to the respective e-mail addresses of the parties set forth below; or (iv) if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer:	Dominium Acquisition, LLC 2905 Northwest Blvd, Suite 150 Plymouth, MN 55441 Attention: Devon Quist Email: devon.quist@dominiuminc.com
With Copy to:	Winthrop & Weinstine, P.A. 225 South Sixth Street, Suite 3500 Minneapolis, Minnesota 55402 Attention: Neil Mahoney Email: nmahoney@winthrop.com
If to Seller:	Talisman Partners LLC 8842 Elliot's Court Orlando, Florida 32836 FEIN # 81-4408914 Attention: Robert A. Kaplus Email:bobbyk@cfl.rr.com
With Copy to:	Zimmerman, Kiser & Sutcliffe, P.A. 315 E Robinson Street, Suite 600 Orlando, Florida 32801 Attention: Scott Price Email: sprice@zkslaw.com

If to Title Company: Newmark Title Company
1700 Post Oak Boulevard, Suite 250
Houston, Texas 77056
Attention: Alon Steiner
Phone: (917)-612-5713
Email: lon.steiner@nmrk.com

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit, as aforesaid; provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run one business day after any such deposit. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

13. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property including but not limited to that certain letter of intent dated March 20, 2025. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Florida and such laws will control its interpretation and venue shall lie in Osceola County, Florida. Time shall be of the essence of this Agreement. The term "business day" shall mean Monday through Friday except Federal holidays. If the time for the performance of any act, giving of notice, or making any payment falls on a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto. Seller is not intended to have any ownership interest in Buyer's business and Buyer is not intended to have any interest in Seller's business. The relationship between Seller and Buyer is not intended to be a joint venture or partnership and, except as set forth under Section 6.4 hereof, neither party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Except as set forth under Section 6.4 hereof, neither party shall hold itself out as an agent, partner or joint venturer with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency or partnership by the other contrary to the provisions of this paragraph. In case any terms of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of this Agreement shall in any way be affected thereby. Time is of the essence under the terms of this Agreement. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

14. Remedies.

14.1. Seller Remedies. If Buyer defaults under this Agreement, and Buyer fails to cure such default within 10 days of receipt of written notice of such default from the Seller, the Seller shall have the right to terminate this Agreement by giving written notice to Buyer. Provided Buyer shall not be entitled to any written notice nor opportunity to cure for failure to close on the Closing Date. Provided Seller is not in default hereunder, if the conditions precedent to Buyer's obligation to purchase have been fulfilled in the time(s) required herein and, thereafter Buyer defaults on his obligation to purchase under this Contract, then, and in that event, Seller shall be entitled to retain all Earnest Money paid by Buyer as liquidated damages (except in the event that a Full Refund Event has occurred and outstanding in which case the Earnest Money and any property tax and special assessments paid by Buyer pursuant to Section 5.4 hereof shall be returned to Buyer), whereupon this Agreement shall terminate and neither party shall be under any further obligation or liability to the other under this Agreement, except those obligations that survive termination of this Agreement.

14.2. Buyer Remedies. If Seller defaults under this Agreement, the Buyer shall elect to either demand the return of any Earnest Money to Buyer along with all property tax and special assessments paid by Buyer pursuant to Section 5.4 hereof, whereupon both parties shall be relieved from any further obligation or liability to the other under this Agreement except for those obligations that expressly survive termination of the Agreement, or Buyer shall elect to maintain an action for specific performance against the Seller to compel Seller's performance under the terms of this Agreement and such Earnest Money will continue to be held by the Title Company until the action for specific performance is completed in favor of the Buyer. Provided, if the remedy for specific performance is not available to Buyer as a result of the affirmative actions of Seller then Buyer shall be entitled to bring an action for damages for Buyer's third party out of pocket expenses, along with a return of the Earnest Money and repayment of any property tax and special assessments paid by Buyer pursuant to Section 5.4 hereof.

15. Attorneys' Fees. In the event any party is required to retain an attorney to enforce this Agreement, the prevailing party shall be entitled to its reasonable paralegal and attorneys' fees and expenses, whether or not litigation is actually commenced, whether incurred with respect to collection of any monies owed, trial, appeal, enforcement of any judgment, or whether incurred determining the reasonableness or amount of the attorneys' fees the prevailing party is entitled to, and including attorneys' fees incurred in any bankruptcy proceeding.

16. Exchange. Buyer and Seller shall each have the right, without cost or liability to the other, and without otherwise modifying the terms hereof or extending the Closing Date, to purchase the Property through a qualified intermediary to effectuate a 1031 Tax Deferred Exchange. Each party agrees to cooperate with the other and agrees to execute such documentation as is deemed reasonable and necessary to effectuate a 1031 exchange. Neither party's election to utilize a 1031 exchange shall relieve such party of

any of its obligations pursuant to this Agreement. Buyer agrees to hold harmless, indemnify and defend Seller from any claims, liability, damages or costs, including reasonable attorneys' fees arising from Seller's participation in Buyer's 1031 exchange. Seller agrees to hold harmless, indemnify and defend Buyer from any claims, liability, damages or costs, including reasonable attorneys' fees arising from Buyer's participation in Seller's 1031 exchange. The obligations of Seller and Buyer under this section will survive Closing or termination of this Agreement.

17. Counterparts. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument. Executed copies hereof may be delivered by telecopy or email, and, upon receipt, will be deemed originals and binding upon the parties hereto.

[The remainder of this page has been left blank intentionally.]

Seller and Buyer have executed this Agreement as of the date first written above.

SELLER:

Talisman Partners, LLC, a Florida limited liability company

By: DocuSigned by: Bob Kaplus 98E72D9DA98F4CF...
Name: Robert A. Kaplus
Its: Manager

BUYER:

Dominium Acquisition, LLC, a Minnesota limited liability company

By: DocuSigned by: Nicholas C. Andersen A7A0706B1324476...
Name: Nicholas C. Andersen
Its: Authorized Signatory

ESCROW RECEIPT

The undersigned, Newmark Title Company ("Escrow Agent"), acknowledges receipt of Fifty Thousand and No/100 Dollars ($50,000) (the "Deposit") to be held by it pursuant to the Purchase Agreement to which this Escrow Receipt is attached. Escrow Agent agrees to hold the Deposit and any further deposits made pursuant to the terms of the Purchase Agreement in accordance with the terms of the Purchase Agreement and disburse the same strictly in accordance with such terms. Escrow Agent shall invest the Deposit in such interest-bearing accounts or instruments as shall be approved by both Buyer and Seller. Interest shall accrue for the benefit of Buyer.

Seller and Buyer represent that their respective Tax I.D. Numbers are as follows: Seller, 81-4408914; Buyer, 41-1895927.

Escrow Agent shall have no responsibility for any decision concerning performance or effectiveness of the Purchase Agreement or to resolve any disputes concerning the Purchase Agreement. Escrow Agent shall be responsible only to act in accordance with the joint and mutual direction of both Seller and Buyer, or in lieu thereof, the direction of a court of competent jurisdiction. Seller and Buyer undertake to hold Escrow Agent harmless from all claims for damages arising out of this Escrow Receipt and Buyer hereby agrees to indemnify Escrow Agent for any costs and expenses in connection with this escrow, including court costs and attorneys' fees, except for Escrow Agent's failure to account for the funds held hereunder, or acting in conflict with the terms hereof. If there is any dispute among the parties in interest as to whether the Escrow Agent shall disburse any funds, documents, or instruments held hereunder, the Escrow Agent may either (a) hold such items until receipt of an authorization in writing signed by all persons having in interest in said dispute, or (b) retain counsel and tender such items into court in connection with a proceeding to determine the rights and obligations of such persons. So long as any monies are held or invested in accordance with the instructions of the parties in interest, the Escrow Agent shall not be responsible for any loss or delay occasioned by the closure or insolvency of the institution with which any funds are invested, and shall have no liability for lost interest earnings on such funds occasioned by delay in the execution of wire transfer instructions or by early withdrawal of funds.

The fees and charges of the Escrow Agent shall be paid by Buyer.

ESCROW AGENT:

NEWMARK TITLE COMPANY

By:_____
Name: _____
Its: _____

[Signature Page Continues on Next Page]

SELLER:

Talisman Partners, LLC, a Florida limited liability company

By: DocuSigned by: Bob Kaplus 98E72D9DA93F4CF...
Name: Robert A. Kaplus
Its: Manager

BUYER:

Dominium Acquisition, LLC, a Minnesota limited liability company

By: DocuSigned by: Nicholas C. Andersen A7A0706B1324478...
Name: Nicholas C. Andersen
Its: Authorized Signatory

[Signature Page to Escrow Receipt]

EXHIBIT A

(Description of the Real Property)

Lot 3 of SHINGLE CREEK AT YATES PIONEER VILLAGE, according to the plat thereof, as recorded in Plat Book 32, Page 71, of the Public Records of Osceola County, Florida.

Less and Except any portion thereof conveyed by Talisman Partners, LLC, a Florida limited liability company, to JDM Shingle Creek, LLC, a Florida limited liability company, by virtue of Special Warranty Deed, recorded in Official Records Book 6405, Page 642, Public Records of Osceola County, Florida.

EXHIBIT B

Due Diligence

- Previous title work (title commitments, abstracts, exception documents, UCC searches, owner's policy, encumbrance documents, etc.)
- Known special assessments affecting the Property for the last five (5) calendar years
- Copies of any ALTA surveys, boundary surveys, topographical surveys, wetland studies, site plans, development plans, architectural plans or specifications of the Property in possession of the Seller
- Any uncured material violations of any documents, contracts or agreements related to the Real Property.
- Copies of engineering and/or environmental reports, wetland studies, physical needs assessments, or other similar reports or studies relating to the Real Property prepared in the last five (5) calendar years.
- Copies of any available soil reports (or other soil quality information) or other available information on soil quality.
- Copies of any violations or complaints relating to the Property for the last three years.
- All tax bills related to the Real Property for the last two years.
- List, diagrams, or depictions of any sewers, wells or subsurface tanks on site.
- Any concept plans for the overall development site submitted to the City of Kissimmee, Osceola County or other governmental authority having jurisdiction over the Property.
- Copies of all Leases and any other agreements with tenants or other occupants of the Property.

31312200v6

Exhibit F

2905 Northwest Blvd, Suite 150 • Plymouth, MN 55441-2644 • Corporate 763/354-5500 • Fax 763/354-5519 • Web dominiumapartments.com

Kissimmee, FL Timeline

Permits:

- 7/1/2026

Credit Underwriting:

- 9/1/2026

Bond Closing Date:

- 10/1/2026

Construction Start:

- 10/1/2026

Construction Completion:

- 10/1/2028

Lease-Up:

- 11/1/2028

Stabilization:

- 1/1/2029

Exhibit G

2905 Northwest Blvd, Suite 150 • Plymouth, MN 55441-2644 • Corporate 763/354-5500 • Fax 763/354-5519 • Web dominiumapartments.com

May 7, 2025

Dominium Apartments
375 Northridge Road, Suite 500
Atlanta, Georgia 30350

Attention: Mr. Jake Trammell
jake.trammell@dominiuminc.com

Reference: **Phase I Environmental Site Assessment**
Vacant Commercial Property
2100 Yates Road
Kissimmee, Osceola County, Florida 34746
UES Project No. 0140.2500087.0000
UES Report No. 2145555

Dear Mr. Trammell:

UES Professional Solutions, LLC (UES) has completed a Phase I Environmental Site Assessment (ESA) in compliance with the American Society for Testing and Materials (ASTM) Standard E1527-21 for the above-referenced site (the "subject property"). The purpose of this assessment was to identify recognized environmental conditions (RECs) in association with the subject property as defined in ASTM E1527-21. Based on the findings of the Phase I ESA, UES did not identify RECs in connection with the subject property and no further assessment is recommended at this time. Further details regarding the Phase I ESA are presented in the attached report.

BUSINESS ENVIRONMENTAL RISK

A business environmental risk (BER) can have a material environmental or environmentally driven impact on the business associated with the current or planned use of a parcel of commercial real estate, not necessarily limited to those environmental issues required to be investigated in this Phase I ESA. The following BER has been identified on the subject property:

- The subject property was historically developed for agricultural use as a citrus grove. This operation includes the use of agricultural chemicals. Proper storage, handling, and application of approved chemicals does not constitute as a REC. Improper or long-term application of agricultural chemicals has been shown, at times, to appear in the soil above the recommended exposure levels established by the Florida Department of Environmental Protection (FDEP). While the FDEP does not require the cleanup of agriculturally applied chemicals, the presence of these chemicals in excess of the exposure concentrations may present future liability on the redeveloped property. Although not a REC, it may be prudent to complete soil sampling to determine if agricultural chemicals are present in concentrations that exceed regulatory limits prior to any future redevelopment.

CONTINUING OBLIGATIONS

The User of this report is required to ensure that continuing obligations are followed after purchase or acquisition of the subject property. Any land use restrictions in effect at the subject property must be maintained. The User should ensure that all parties at the subject property are following best management practices and taking "reasonable steps" with respect to preventing and limiting exposure to any hazardous substance releases on the subject property. In the event of a future release on the subject property, the property owner or responsible party should report it to the appropriate regulatory agency. Full cooperation must be provided to any parties authorized to conduct assessments or responses to the subject property.

Please note that an environmental liens or activity and use limitations search was not performed for the subject property. In accordance with ASTM E1527-21, it is the responsibility of the User of this report to confirm that there are no environmental liens or activity and use limitations filed for the subject property. In the event that any are identified, please contact UES immediately for further evaluation.

We appreciate this opportunity to provide environmental services to you and we look forward to future endeavors. Please contact the undersigned if you have any questions regarding this report.

Respectfully submitted,
UES PROFESSIONAL SOLUTIONS, LLC



Chris McCormick, L.E.P.
Environmental Project Manager
cmccormick@teamues.com

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Vacant Commercial Property
2100 Yates Road
Kissimmee, Osceola County, Florida 34746
UES Project No. 0140.2500087.0000
UES Report No. 2145555

Report Issuance Date: May 7, 2025
Report Viability Date: October 13, 2025

Prepared for:

Dominium Apartments
375 Northridge Road, Suite 500
Atlanta, Georgia 30350

Prepared by:

UES Professional Solutions, LLC
3532 Maggie Boulevard
Orlando, Florida 32811
(407) 423-0504
www.teamues.com



ENVIRONMENTAL PROFESSIONAL CERTIFICATION

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Vacant Commercial Property
2100 Yates Road
Kissimmee, Osceola County, Florida 34746
UES Project No. 0140.2500087.0000
UES Report No. 2145555

Report Issuance Date: May 7, 2025
Report Viability Date: October 13, 2025

This Phase I Environmental Site Assessment (ESA) was conducted in accordance with the guidelines of the ASTM E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, and therefore, the federal Environmental Protection Agency's All Appropriate Inquiry Rule. The accuracy, correctness and completeness of the Phase I ESA are provided with the knowledge of ASTM E1527-21. In addition, the accuracy, correctness, and completeness of this Phase I ESA are provided with knowledge of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) as set forth in 42 United States Code Section 9601 et seq., as amended. Qualifications of the personnel participating in this assessment are provided in **Appendix K**.

Declaration of Environmental Professional and Signature

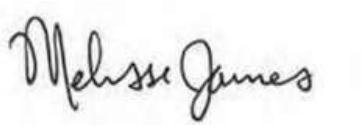
We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312. We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed the all-appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Report Prepared by:



Chris McCormick, L.E.P.
Environmental Project Manager
cmccormick@teamues.com

Reviewed by:



Melisse T. James, P.E.
Environmental Department Manager
mtjames@teamues.com

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EXECUTIVE SUMMARY

UES Professional Solutions, LLC (UES) has completed a Phase I Environmental Site Assessment (ESA) in compliance with the ASTM International Standard E1527-21 for the property located at 2100 Yates Road in Kissimmee, Osceola County, Florida 34746 (the "subject property"). The purpose of this assessment was to identify recognized environmental conditions (RECs) in association with the subject property as defined in ASTM E1527-21. The subject property is described in the table below and illustrated on the Site Location Map presented as **Figure 1** and the Site Plan/ 2025 Aerial Photograph presented as **Figure 2**.

Subject Property Overview

Parcel IDs	Acreage	Number of Building(s) and Square Footage	Current Use
18-25-29-2115-0001-0030	10.5	None	Vacant woodland

NOTE: Please carefully review this report in its entirety for a full description of our evaluation procedures and findings.

Based on UES' field observations, historical research, public records review, and interviews conducted in accordance with ASTM format E1527-21, the findings of this Phase I ESA are as follows:

1) UES reviewed readily available records and conducted a site visit to determine the historical and current use of the subject property. It was agricultural land developed as a citrus grove and vacant land containing trees and general vegetation at least back to the 1940s to the 1970s. The north edge of a pond shared with the south adjoining property appeared along the subject property's southwest property line from the 1950s to the early-1970s. The subject property has been vacant wooded land from the 1980s through the present day.

2) A recognized environmental condition (REC) is defined as (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.

   - No RECs were identified in connection with the subject property.

3) A controlled REC (CREC) is defined as a REC affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls.

   - No controlled RECs were identified in connection with the subject property.

4) A historical REC (HREC) is a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls.

   - No historical RECs were identified in connection with the subject property.

5) A business environmental risk (BER) can have a material environmental or environmentally driven impact on the business associated with the current or planned use of a parcel of commercial real estate, not necessarily limited to those environmental issues required to be investigated in this Phase I ESA. UES identified the following agricultural chemical BER(s) on the subject property:

   - The subject property was historically developed for agricultural use as a citrus grove. This operation includes the use of agricultural chemicals. Proper storage, handling, and application of approved chemicals does not constitute as a REC. Improper or long-term application of agricultural chemicals has been shown, at times, to appear in the soil above the recommended exposure levels established by the Florida Department of Environmental Protection (FDEP). While the FDEP does not require the cleanup of agriculturally applied chemicals, the presence of these chemicals in excess of the exposure concentrations may present future liability on the redeveloped property.

6) UES obtained an ASTM regulatory database report through Environmental Risk Information Services (ERIS) and reviewed pertinent regulatory records from the United States Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP), as needed.

   - The subject property is not listed on the federal or state databases. It does appear within a Brownfield Area. The purpose of this designation is to encourage redevelopment of properties in the district through tax benefits and other resources for cleanup of any contamination. The designation is not an indication that contamination is present at the subject property. As such, it is not considered a REC.

   - Off-site facilities are located within the ASTM search distances. Based on the findings of the regulatory records review, they are considered unlikely to have adversely impacted the subject property based on completed cleanup status, separation distance, localized extent of contamination and/or topographic gradient in relation to the subject property.

7) UES was not contracted to obtain an Environmental Lien Search (ELS) Report for the subject property. It is the User's obligation to confirm whether any environmental liens or activity and use limitations are recorded for the subject property.

8) Significant Data Gaps considered likely to affect the conclusions of this Phase I ESA were not identified during the preparation of this Phase I ESA.

9) The User of this report is required to ensure that continuing obligations are followed after purchase or acquisition of the subject property. Any land use restrictions in effect at the subject property must be maintained. The User should ensure that all parties at the subject property are following best management practices and taking "reasonable steps" with respect to preventing and limiting exposure to any hazardous substance releases on the subject property. In the event of a future release on the subject property, the property owner or responsible party should report it to the

appropriate regulatory agency. Full cooperation must be provided to any parties authorized to conduct assessments or responses to the subject property.

1.0 INTRODUCTION

1.1 PURPOSE

UES Professional Solutions, LLC (UES) prepared this Phase I Environmental Site Assessment (ESA) in accordance with the guidelines of the ASTM E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The primary purpose of this assessment is to conduct an evaluation of the subject property and surrounding properties to identify recognized environmental conditions (RECs), controlled recognized environmental conditions (CRECs), historical recognized environmental conditions (HRECs), and de minimis conditions with the past or present uses of the subject property and surrounding properties. ASTM E1527-21 defines these conditions as follows:

- REC: (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment. The term REC is not intended to include de minimis conditions which are conditions related to a release that generally do not present a threat to human health or the environment and which generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

- CREC: A recognized environmental condition affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls (for example, activity and use limitations or other property use limitations).

- HREC: A previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations). A historical recognized environmental condition is not a recognized environmental condition.

1.2 SCOPE OF SERVICES

The contracted scope of services consists of the preparation of a Phase I ESA of the subject property in accordance with the guidelines set forth in ASTM E1527-21. The accuracy, correctness and completeness of this Phase I ESA is provided with knowledge of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) as set forth in 42 United States Code Section 9601 et seq., as amended.

1.3 LIMITATIONS AND EXCEPTIONS

The findings of this report represent our professional judgment; UES offers or extends no warranty, express or implied. These findings are relevant to the dates of our property evaluation and the information cited herein. This report should not be relied upon to represent property conditions on other dates or at locations other than those specifically cited within the report. Performance of this practice is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with the subject property.

1.4 CRITICAL DATES – CONTINUED VIABILITY OF ESA

Due to changing environmental regulatory conditions and potential on-site or adjacent activities occurring after this Phase I ESA, the client may not presume the continuing applicability to the subject property of the conclusions in this assessment for more than 180 days prior to the date of acquisition of the property or for transactions not involving an acquisition such as a lease or refinance, the date of the intended transaction. If within this period the assessment will be used by a user different from the user for whom the assessment was originally prepared, the subsequent user must also satisfy the User's Responsibilities. An environmental site assessment meeting or exceeding this practice and for which the information was collected or updated within one year prior to the date of acquisition of the property or (for transactions not involving an acquisition) the date of the intended transaction may be used provided that the following components of the inquiries were conducted or updated within 180 days of the date of purchase or the date of the intended transaction:

Date of Components

Phase I ESA Component	Date
Date of Declaration by the Environmental Professional for the Assessment	May 7, 2025
Earliest Date of Interviews with Owners, Operators, and Occupants	April 16, 2025
Date of Search for Recorded Environmental Liens	Not Provided
Date of Regulatory Records Review	April 24, 2025
Date of Site Reconnaissance	Tuesday, May 6, 2025
Report Viability Date (180 days after the earliest date above)	October 13, 2025

1.5 SPECIAL TERMS AND CONDITIONS

This report, and the information contained herein, shall be the sole property of UES until payment of any unpaid balance is made in full. Dominium Apartments, hereinafter referred to as the "User" of this Phase I ESA report, agrees that until payment is made in full, the User shall not have a proprietary interest in this report, or the information contained herein. UES shall have the absolute right to request the return of all copies of this report submitted to other parties, public or private, on behalf of the User in the event of nonpayment of outstanding fees by the contractual conditions that govern this assessment.

1.6 USER RELIANCE

This report is intended for the sole use of Dominium Apartments and Talisman Partners LLC. Its contents may not be relied upon by other parties without the explicit written consent of UES. This is not a statement of suitability of the subject property for any use or purpose. In accepting this report, all parties herein mentioned agree to the General Conditions of the Agreement between UES and Dominium Apartments The General Conditions are provided in **Appendix A**.

2.0 USER-PROVIDED INFORMATION

2.1 USER QUESTIONNAIRE

The User is required to complete an AAI compliant User Questionnaire to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"). Failure to complete this questionnaire could result in a determination that "all appropriate inquiry" is not complete. UES was provided with a User Questionnaire

completed by Mr. Jake Trammell with Dominium Apartments A summary of the User responses is provided in the table below.

Summary of User Questionnaire Responses

Question	Response		Comments
	Yes	No	
As the User, are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?	☐	☒	
As the User, are you aware of any Activity and Use Limitations, such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state, or local law?	☐	☒	
As the User, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?	☐	☒	
Does the purchase price being paid for this property reasonably reflect the fair market value of the property?	☒	☐	
If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?	☐	☐	Not Applicable
As the User of this ESA are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases?	☐	☒	
Do you know the past uses of the property?	☐	☒	
Do you know of specific chemicals that are present or once were present at the property?	☐	☒	
Do you know of spills or other chemical releases that have taken place at the property?	☐	☒	
Do you know of any environmental cleanups that have taken place at the property?	☐	☒	
As the user of this ESA, based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of contamination at the property?	☐	☒	

2.2 REASON FOR PERFORMING PHASE I ESA

The User indicated the reason UES was contracted to perform this Phase I ESA was to purchase the subject property.

2.3 Environmental Liens or Activity Land Use Limitations

Information pertaining to potential environmental liens or activity and use limitations on the subject property that are filed or recorded under federal, tribal, state, or local laws was not supplied to UES by the User. Please note that an environmental liens or activity and use limitations search was not performed for the subject property. In accordance with ASTM E1527-21, it is the responsibility of the User of this report to confirm that there are no environmental liens or activity and use limitations filed for the subject property.

3.0 SITE DESCRIPTION

3.1 Location and Legal Description

The subject property consists of one tax parcel (ID#: 18-25-29-2115-0001-0030) that is approximately 10.5 acres located at 2100 Yates Road in Kissimmee, Osceola County, Florida 34746. The subject property is located within Section 18, Township 25 South, and Range 29 East, as referenced in the USGS topographic quadrangle map titled "Kissimmee, FL" provided as **Figure 1**. Refer to the Site Plan/ 2025 Aerial Photograph, **Figure 2**, and the property appraiser records in **Appendix B** for additional details, including the subject property legal descriptions.

3.2 Property and Vicinity Characteristics

The subject property is vacant commercial land containing trees and general vegetation. Access to the subject property is provided by Yates Road. The subject property vicinity is characterized primarily by agricultural property (tree nursery), government property (park), residential property (apartments and homes), and vacant land. Refer to the Site Plan/ 2025 Aerial Photograph (**Figure 2**) for additional details pertaining to the subject and surrounding properties.

3.3 Current Use of the Subject Property

The subject property is unoccupied, vacant woodland.

3.4 Structures, Roads, and/or Other Improvements within the Subject Property

There are no structures, roads and/or other improvements at the subject property.

3.5 Current Uses of Adjoining Parcels

During UES' site reconnaissance, properties adjoining the subject property were observed from the subject property boundaries, without being entered, or from curbside, for possible sources of impacts or environmental impairment which could migrate to the subject property via surface water runoff, groundwater transport, or other pathways.

Description of Adjoining Parcels

Direction From The Subject Property	Description of Current Use
North	Homes and vacant land
East	Yates Road, home, park, and tree nursery
South	Apartments
West	Apartments

4.0 HISTORICAL RECORDS REVIEW

A historical assessment of the subject property, adjoining properties and surrounding area was performed through a review of available standard historical resources including aerial photographs, topographic maps, Sanborn fire insurance maps, and city directory records. Additional standard historical sources were reviewed if deemed useful in identifying RECs and readily available. These sources are cited in the table below.

Historical Records Reviewed

	Standard	Reviewed		Source
		Yes	No	
4.1	Aerial Photographs *(Required)*	☒	☐	Environmental Risk Information Services (ERIS) Google Earth Florida Department of Transportation (FDOT) University of Florida (UF)
4.2	USGS Topographic Maps *(Required)*	☒	☐	ERIS and USGS TopoView
4.3	Fire Insurance Maps *(Required)*	☐	☒	The ERIS report indicates no coverage is available.
4.4	City Directories *(Required)*	☒	☐	ERIS
4.5	Property Tax Files	☒	☐	Osceola County Property Appraiser records
4.6	Recorded Land Title Records	☐	☒	
4.7	Building Department Records	☒	☐	Osceola County permit website
4.8	Other Historical Sources	☒	☐	FDEP Ethylene Dibromide (EDB) Application Zone Delineation Map

4.1 AERIAL PHOTOGRAPHS

UES reviewed a series of aerial photographs in order to evaluate the previous land uses of the subject property and surrounding area. Copies of the aerial photographs are provided in **Appendix C**. Descriptions of UES observations are outlined in the table below.

Summary of Aerial Photographs Observations

Photograph		Remarks
Year	Quality	
1944 1947 1951	Fair	Subject Property The subject property appears to be agricultural land (citrus grove) and vacant land containing trees and general vegetation. Adjoining Properties & Surrounding Area The north, south, and west properties appear to be agricultural land (citrus grove) and vacant land containing trees and general vegetation. Rural homesteads appear on the north and east properties. Structures appear on the east and west properties. Yates Road appear on the east property. Shingle Creek appears to the east.
1958	Fair	Subject Property The north edge of a pond shared with the south property appears along the southwest property line. Adjoining Properties & Surrounding Area A pond and ditch appears on the south property.
1969	Good	
1971	Good	Subject Property No significant changes Adjoining Properties & Surrounding Area A home appears on an east property.
1978	Good	Subject Property The edge of the pond no longer appears on the subject property. Adjoining Properties & Surrounding Area No significant changes
1983 1985	Good	Subject Property The citrus grove no longer appears on the subject property. Adjoining Properties & Surrounding Area Additional structures appear by the home on the north property. The citrus grove and ditch no longer appears on the south property.
1990	Good	Subject Property No significant changes Adjoining Properties & Surrounding Area The citrus grove no longer appears on the east property. White Oak Circle appears to the north.
1995 1999 2004 2006	Good	Subject Property No significant changes Adjoining Properties & Surrounding Area Additional homes appear on the north and east properties. Small shed/barn structures appear on the east properties. The west property no longer appears to operate as a citrus grove.

Summary of Aerial Photographs Observations

Photograph		Remarks
Year	Quality	
2007	Good	Subject Property No significant changes Adjoining Properties & Surrounding Area The pond no longer appears on the south property.
2010 2015	Good	Subject Property No significant changes Adjoining Properties & Surrounding Area A park appears on the northeast property.
2018 2021	Good	Subject Property No significant changes Adjoining Properties & Surrounding Area A small scale tree nursery appears on the east property. Apartments appear on the west property.
2024 2025	Good	Subject Property No significant changes Adjoining Properties & Surrounding Area Apartments appear on the south property.

4.2 TOPOGRAPHIC MAPS

UES reviewed a series of historical topographic maps in order to evaluate the previous land uses of the subject property and surrounding area. Copies of the historical topographic maps are provided in **Appendix D**. Descriptions of UES observations are outlined in the table below.

Summary of Historical Topographic Map Observations

Year	Remarks
1953	Subject Property The subject property appears to be agricultural land developed with a citrus grove and vacant land. Adjoining Properties & Surrounding Area The north, south, and west properties appear to be citrus groves and undeveloped land. Homes appear on the north and east properties. Yates Road appears to the southeast. Shingle Creek appears to the east.
1970	Subject Property A structure is depicted along the subject property's east property line. The structure does not appear in the aerial photographs during this time period. Adjoining Properties & Surrounding Area A home appears on the east property. Yates Road appears on the east property.

Summary of Historical Topographic Map Observations

Year	Remarks
1980 1987	Subject Property No significant changes Adjoining Properties & Surrounding Area Additional structures appear on the northeast property.
2015	Subject Property Structures and citrus groves are no longer represented on the map. Adjoining Properties & Surrounding Area A residential area appears to the north. Structures and citrus groves are no longer represented on the map.
2021	Subject Property No significant changes Adjoining Properties & Surrounding Area An apartment complex area appears on the west property.

4.3 Sanborn Fire Insurance Maps

Sanborn Fire Insurance Maps providing coverage of the subject property and vicinity were unavailable. A copy of the no coverage letter is provided in **Appendix E**.

4.4 City Directories

UES reviewed city directories to evaluate the previous land uses of the subject property and surrounding area. The subject property does not appear in the city directory report. UES notes that the adjoining property entries from the city directory review are not considered to be pertinent to the review since they do not appear as businesses that would generate hazardous waste or store petroleum products. The city directory findings are provided in **Appendix F**.

4.5 Property Tax Records

The Osceola County Property Appraiser identifies the current owner of the subject property as Talisman Partners LLC. The land use codes for the subject property are Multi-Family-Vacant 10 Units or More (Code: 1003). Refer to **Appendix B** for a copy of the property appraiser reports.

4.6 Recorded Land Title Records

The User did not contract UES to acquire a chain-of-title report for the subject property, which typically contains information regarding historical site ownership.

4.7 Building Department Records

The Osceola County permit website indicates there are no building permits associated with the subject property.

4.8 Other Historical Sources

The FDEP Ethylene Dibromide (EDB) Application Zone Delineation Map indicates EDB-impacted groundwater has not been identified beneath where the subject property is located. EDB was formerly used in citrus grove applications as a fumigant against nematodes and is a known carcinogen.

4.9 Historical Summary of the Subject Property and Surrounding Areas

The subject property was agricultural land as a citrus grove and vacant land containing trees and general vegetation at least back to the 1940s to the 1970s. Citrus grove operations typically include the use of agricultural chemicals. Proper storage, handling, and application of the approved chemicals do not constitute a REC. Improper or long-term application of agricultural chemicals has been shown, at times, to leave these chemicals in the soil above the recommended exposure levels. Therefore, the former citrus grove operation is considered a BER on the subject property. The north edge of a pond shared with the south adjoining property appeared along the subject property's southwest property line from the 1950s to the early-1970s. The subject property has been vacant woodland from the 1980s through the present day.

The surrounding area was agricultural land (citrus grove) and residential land (homes) at least back to the 1940s. The citrus groves appeared until the mid-1990s. Additional residential land (apartments), government land (park), and agricultural land (small scale tree nursery) appeared in the area from the 2010s through the present day.

5.0 REGULATORY RECORDS REVIEW

5.1 Regulatory Database Report and Records Review

As a part of this assessment, we reviewed information sources to obtain existing information pertaining to a release of hazardous substances or petroleum products on or near the subject property. UES obtained an ASTM regulatory database report from Environmental Risk Information Services (ERIS), which is provided in **Appendix H**. UES also reviewed other available standard environmental record sources at the Florida Department of Environmental Protection (FDEP), as needed. The table below lists the approximate minimum search distances used during this assessment in review of the regulatory database, as set forth in ASTM E1527-21.

Minimum Search Distances - ASTM E1527-21

Source	Search Distance
Federal NPL Site List (National Priorities List)	1.0 mile
Federal Delisted NPL Site List	0.5 mile
Federal CERCLIS List (Comprehensive Environmental Response Compensation and Liability Act of 1980) / Superfund Enterprise Management System (SEMS)	0.5 mile
Federal CERCLIS NFRAP Site List /SEMS Archive List	0.5 mile
Federal RCRA CORRACTS Facilities List (Resource Conservation and Recovery Act)	1.0 mile
Federal RCRA non-CORRACTS TSD Facilities List	0.5 mile
Federal RCRA Generators List	Subject Property &

Minimum Search Distances - ASTM E1527-21

Source	Search Distance
	Adjoining Parcels
Federal Institutional Control/Engineering Control Registries	Subject Property Only
Federal ERNS List (Emergency Response Notification System)	Subject Property Only
States and Tribal Lists of Hazardous Waste Sites identified for investigation or remediation: • State- and Tribal-equivalent NPL • State- and Tribal-equivalent SEMS	 1.0 mile 0.5 mile
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	0.5 mile
State and Tribal Leaking Storage Tanks Lists	0.5 mile
State and Tribal Registered Storage Tank Lists	Subject Property & Adjoining Parcels
State and Tribal Institutional Control/Engineering Control Registries	Subject Property Only
State and Tribal Voluntary Cleanup Sites	0.5 mile
State and Tribal Brownfield Sites	0.5 mile

UES' review of the referenced databases considered the potential or likelihood of contamination from adjoining and nearby sites. To evaluate which of the adjoining and nearby sites identified in the regulatory database report present potential environmental risks to the subject property, UES considered the following criteria:

- The type of database on which the site is identified.
- The direction and distance of the identified site from the subject property.
- The known or inferred groundwater flow direction in the subject property area.
- The status of any respective regulatory agency-required investigation(s) of the identified site.
- Surface and subsurface obstructions and diversions (e.g., buildings, roads, sewer systems, utility service lines, rivers, lakes, and ditches) that may be located between the identified site and the subject property.

According to information provided by ERIS and a review of public records maintained by the EPA and/or FDEP:

- The subject property is not listed on any federal, state, or local databases. It does appear within a Brownfield Area.

- Facilities in the surrounding area appears on the following databases:
  - Brownfield Area,
  - Underground Storage Tank (UST),
  - Leaking UST (LUST),
  - Oil and Hazardous Materials Incidents (SPILLS), and
  - Waste Cleanup.

Only those sites that are judged to present a potential environmental risk to the subject property and/or warrant additional evaluation are discussed in the table below.

Facilities Identified Within Minimum Search Distances

Facility	Facility ID(s)	Distance/Direction	Database(s)
West 192 Development Authority Area Kissimmee	BF491301000	Subject Property And Surrounding Area	Brownfield Area
Osceola County designated this area a Brownfield Area in July 2013. The purpose of this designation is to encourage redevelopment of properties in the district through tax benefits and other resources for cleanup of any contamination. Eligibility requirements and details of the program are available through the FDEP Central District Waste Cleanup Section. This listing is not an indication that contamination is present.			
2101 Yates Road Kissimmee	11011	East Adjoining Property	SPILLS
This facility reported a 10-gal transformer oil spill in July 2001. The transformer is owned and operated by the electric company who is responsible for the clean-up of any leaks. No additional details were available for review. A discharge was not reported, and the issue is considered to be resolved. Based on the apparent resolution of the leak, this facility is not a REC in connection with the subject property.			

In addition to reviewing the regulatory database report, UES performed reconnaissance of the subject property vicinity to identify any sites not mapped by ERIS due to inadequate or inaccurate address information and to look for unregistered facilities. Additional petroleum storage facilities or facilities suspected to use or generate hazardous materials were not observed in the near vicinity of the subject property during field reconnaissance performed by UES.

5.2 VAPOR ENCROACHMENT SCREENING

The purpose of a Vapor Encroachment Screening (VES) is to identify to the extent feasible pursuant to the procedures presented in the Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transaction (ASTM E2600-22). The VES is intended to be used independently or in conjunction with, but not as a replacement of, existing Practice E1527-21 Phase I ESA.

Vapor migration refers to the movement of *hazardous substances* or *petroleum products* vapor in the subsurface. A vapor encroachment condition (VEC) is defined as the presence or likely presence of chemicals of concern (COC) vapors in the subsurface of the subject property caused by the release of vapors from contaminated soil and/or groundwater either on or near the subject property.

UES conducted a Tier 1 Vapor Encroachment Screening (VES) for the subject property in accordance with ASTM E2600-22. The Tier 1 screening process utilizes the information collected as part of this Phase I ESA. The Area of Concern (AOC) for the purpose of this VES is 1/3 mile (1,760 feet) for COC and 1/10 mile (528 feet) for petroleum hydrocarbon COC. The approximate minimum search distances for Federal, Tribal and State-listed facilities surrounding the subject property are presented in the table below.

Approximate Minimum Search Distance Surrounding the Subject Property (ASTM E2600-22)

Source	COC	Petroleum Hydrocarbon COC
Federal NPL Site List	1/3 mile	1/10 mile
Federal SEMS List	1/3 mile	1/10 mile
Federal RCRA CORRACTS Facilities List	1/3 mile	1/10 mile
Federal RCRA Non-CORRACTS TSD Facilities List	1/3 mile	1/10 mile
Federal RCRA Generators List	Subject Property Only	Subject Property Only
Federal Institutional Control/Engineering Control Registries	Subject Property Only	Subject Property Only
Federal ERNS List	Subject Property Only	Subject Property Only
State and Tribal Equivalent NPL	1/3 mile	1/10 mile
State and Tribal Equivalent SEMS	1/3 mile	1/10 mile
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	1/3 mile	1/10 mile
State and Tribal Leaking UST/AST Lists	1/3 mile	1/10 mile
State and Tribal UST/AST Lists	Subject Property Only	Subject Property Only
State and Tribal Institutional Control/Engineering Control Registries	Subject Property Only	Subject Property Only
State and Tribal Voluntary Cleanup Sites	1/3 mile	1/10 mile
State and Tribal Brownfield Sites	1/3 mile	1/10 mile

Based on our regulatory records review detailed in Section 5.1, facilities with known or suspected contamination are not located within the AOC; therefore, no vapor encroachment conditions were identified in connection with the subject property.

6.0 PHYSICAL SETTING SOURCES

The USGS topographic quadrangle map, soil survey report, and regulatory files available regarding properties of environmental concern in the subject property vicinity were reviewed as sources for obtaining information regarding the physical setting of the subject property and surrounding vicinity.

6.1 TOPOGRAPHY

The USGS topographic quadrangle map titled "Kissimmee, FL" was referenced as a source for obtaining information regarding the physical setting of the subject property and surrounding vicinity. The subject property is located at an elevation of approximately 80 feet above sea level. The existing topography appears to be relatively flat. A copy of the USGS Quadrangle Map is provided as the Site Location Plan as **Figure 1**.

6.2 SOILS / GEOLOGY

The general geology is characterized by 30 to 50 feet of undifferentiated fine to medium grained sands and clayey sands of Holocene age overlying the Miocene age Hawthorn Group. The Hawthorn is approximately 100 feet thick and is comprised of interbedded layers of clay, clayey sand, sandy clay, and phosphatic carbonates. The underlying Tertiary age carbonates gently dip east under an increasing

thickness of younger sediments. According to the United States Department of Agriculture (USDA), Soil Conservation Service, Soil Survey of Osceola County, Florida, the surficial soils of the subject property are classified in the table below. A soil map is provided in **Appendix G**.

Surficial Soil Types

Surficial Soil Type	Drainage Type
Adamsville sand (0 to 2 percent slopes)	Somewhat Poorly Drained
Arents (0 to 5 percent slopes)	Moderately Well Drained (See Below)
Myakka fine sand (0 to 2 percent slopes)	Poorly Drained
Tavares fine sand (0 to 5 percent slopes)	Moderately Well Drained

Arents is described as material dug from several areas that have different kinds of soil and are the result of earth moving operations. This soil is used to fill such areas as sloughs, marshes, shallow depressions, swamps, and other low-lying areas above their natural ground levels during land-leveling operations, or it is used as a cover for sanitary landfills. Based on a review of the aerial photographs, the north edge of a pond shared with the south adjoining property appeared along the subject property's southwest property line from the 1950s to the early-1970s and the remaining area marked as Arents did not present evidence of soil being disturbed. Based on the minimal area of the disturbed soil in the area, this soil type does not appear as an environmental concern.

6.3 HYDROGEOLOGY

The general hydrogeology includes an unconfined surficial aquifer separated from the Floridan aquifer by the Hawthorn Group. The surficial aquifer is recharged by rainfall and can yield small to moderate amounts of water to small diameter wells. The Floridan aquifer may reach 2,000 feet in thickness and is the primary source of the public water supply.

The direction of the surficial aquifer flow usually follows the topography of the land and flows toward surface bodies of water. Actual local groundwater flow direction can be influenced by factors such as surface topography, surface water bodies, underground structures, seasonal fluctuations in rainfall, soil and bedrock geology, and nearby production wells. Site-specific groundwater flow can only be determined by the installation of piezometers. Based on the topography, the groundwater flow direction is likely east toward Shingle Creek.

7.0 INFORMATION FROM SITE RECONNAISSANCE

On Tuesday, May 6, 2025, a site reconnaissance of the subject property was completed by Mr. Chris McCormick of UES. UES was unescorted during the site reconnaissance. The purpose was to evaluate the current conditions of the subject property and to obtain information indicating the likelihood of identifying RECs in connection with the subject property. At the time of UES' site visit, the weather was clear and sunny.

7.1 METHODOLOGY

The reconnaissance included walking the accessible portions of the subject property and the site perimeter. This visual observation of the subject property focused primarily on its surface features. Adjoining properties were observed from curbside. Property use and significant features are indicated on

the Site Plan/ 2025 Aerial Photograph presented as **Figure 2**. Representative site photographs of the subject property and adjoining parcels are included in **Appendix I**.

7.2 General Site Setting

The general site setting is characterized primarily by agricultural property (tree nursery), government property (park), residential property (apartments and homes), and vacant land. The subject property is vacant commercial land containing trees and general vegetation. Access to the subject property is provided by Yates Road.

7.3 Site Observations

Site features observed, encountered, or suspected during UES' site visit are summarized in the table below. Affirmative responses are discussed in more detail in the table below.

Site Reconnaissance Summary

Item	Observed or Encountered			Comments
	Yes	No	Suspect	
Limiting Conditions	☒	☐	☐	Portions of the subject property's ground surface were not viewed due to the presence of tall vegetation and densely wooded areas. The interior of the metal shipping container on the southwest corner of the subject property was not viewed during the site visit. No evidence of a discharge was observed around the container.
Floor Drains	☐	☒	☐	
Building	☐	☒	☐	
Heat/Cooling Source	☐	☒	☐	
Drinking Water Source	☐	☒	☐	
Domestic Wastewater Discharge Source	☐	☒	☐	
Current Tenant Operations	☐	☒	☐	
Past Tenant Operations	☐	☒	☐	
Polychlorinated Biphenyls (PCBs)	☐	☐	☒	A pole-mounted transformer was observed on the east property line. A non-polychlorinated biphenyl (NON-PCB) indicator was not observed on its exterior. No evidence of a discharge was identified in the area.
Hazardous Substances and Petroleum Products	☐	☒	☐	
Storage Tanks	☐	☒	☐	

Site Reconnaissance Summary

Item	Observed or Encountered			Comments
	Yes	No	Suspect	
Odors	☐	☒	☐	
Pools of Liquid	☐	☒	☐	
Drums and Containers	☒	☐	☐	Drums were not observed on the subject property. A shipping container was observed on the southwest corner of the subject property. The container is likely used for equipment storage associated with construction activities being done on the south adjoining property. No evidence of a discharge was observed around the container.
Unidentified Substance Containers	☐	☒	☐	
Stains or Corrosion on Floors, Walls, or Ceilings (not including water)	☐	☒	☐	
Sumps	☐	☒	☐	
Impoundments, Pits, Ponds or Lagoons for Waste Disposal or Treatment	☐	☒	☐	
Stained Soil or Pavement	☐	☒	☐	
Stressed Vegetation (not from insufficient water)	☐	☒	☐	
Wells	☐	☒	☐	
Adjacent and Nearby Properties Of Environmental Concern	☐	☒	☐	
Solid Waste, Construction Debris and/or Imported Soil Stockpile	☒	☐	☐	Household debris was observed along the east property line. No evidence of a discharge was observed around the container.
Other Notable Site Features	☐	☒	☐	

8.0 INTERVIEWS

As part of this Phase I Environmental Site Assessment, interviews were conducted to obtain information indicating recognized environmental conditions in connection with the subject property. The following persons or agencies were contacted for interviews in an effort to obtain information regarding the subject property. Interview responses are provided in **Appendix J**.

Interview Summary

Represents	Comments
Current Property Owner	Thomas Ginther with Talisman Partners LLC was interviewed by UES using an Owner Questionnaire. The owner representative indicated they have owned the subject property since November 2017. He indicated the subject property operated as a citrus grove in the 1950s. He did not identify an indicator that would point to a REC existing on the subject property.
Past Property Owner(s)	Contact information for past owners of the subject property was not supplied to nor found by UES.
Key Site Manager	The owner representative identified himself as the key site manager in the owner interview questionnaire.
Occupant	The subject property was unoccupied therefore no occupants were interviewed during the completion of this Phase I ESA.
State Government Agency	UES did not personally contact the Florida Department of Environmental Protection (FDEP). Based on review of FDEP's online OCULUS website and the Waste Cleanup Application, Contamination Locator Map (Map Direct), additional regulatory records pertaining to the subject property were not located.
State Government Agency	Jeffrey Smith, Environmental Administrator, with the Florida Department of Health in Osceola County responded to a request for records pertaining to the subject property. The representative indicated there are no records for the subject property.
Local Government	Terri Cole with the Osceola County Fire Department responded to a request for records pertaining to the subject property. The representative indicated there are no records for the subject property.
Local Government	The City of Kissimmee responded to a request for records pertaining to the subject property. The representative indicated there are no records for the subject property.
User	Mr. Jake Trammell with Dominium Apartments and User representative was interviewed by UES using a User Questionnaire. Refer to Section 2.1 for User Questionnaire responses.

9.0 FINDINGS AND OPINIONS

9.1 RECOGNIZED ENVIRONMENTAL CONDITIONS

This Phase I ESA has not revealed evidence of recognized environmental conditions (RECs).

9.2 CONTROLLED RECOGNIZED ENVIRONMENTAL CONDITIONS

No controlled recognized environmental conditions (CRECs) were found for the subject property.

9.3 HISTORICAL RECOGNIZED ENVIRONMENTAL CONDITIONS

No historical recognized environmental conditions (HRECs) were found for the subject property.

9.4 BUSINESS ENVIRONMENTAL RISKS

The following business environmental risk (BER) was identified on the subject property:

- The subject property was historically developed for agricultural use as a citrus grove. This operation includes the use of agricultural chemicals. Proper storage, handling, and application of approved chemicals does not constitute as a REC. Improper or long-term application of agricultural chemicals has been shown, at times, to appear in the soil above the recommended exposure levels established by the Florida Department of Environmental Protection (FDEP). While the FDEP does not require the cleanup of agriculturally applied chemicals, the presence of these chemicals in excess of the exposure concentrations may present future liability on the redeveloped property.

9.5 VAPOR ENCROACHMENT CONDITIONS

No vapor encroachment conditions (VECs) were found for the subject property.

9.6 DATA GAPS

The following data gaps were encountered during the course of this Phase I ESA:

- Historical aerial photographs were not available prior to the first developed use (agriculture). However, UES believes that this data gap is not considered significant since it is likely that agricultural use was the first developed use of the subject property.

- Historical information found for the subject property may have exceeded five-year intervals. However, UES believes that this data gap is not considered significant as the specific use of the property and adjoining properties appears unchanged during the period of time that exceeded five years.

- Past owners were not available within reasonable time and/or cost constraints for interview for this report. However, based on information obtained from Environmental Risk Information Services and Osceola County records, this data gap is not considered significant since it is likely information obtained would be duplicative of information obtained from other sources.

No significant data gaps that would have impacted our ability to identify RECs were encountered as part of this Phase I ESA.

10.0 CONCLUSIONS

UES has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-21 of the property located at 2100 Yates Road in Kissimmee, Osceola County, Florida 34746 the subject property. Any exceptions to, or deletions from, this practice are described in Sections 1.2, 1.3 and 1.5 of this report. This assessment has revealed no recognized environmental conditions, controlled recognized environmental conditions, or significant data gaps in connection with the subject property.

The User of this report is required to ensure that continuing obligations are followed after purchase or acquisition of the subject property. Any land use restrictions in effect at the subject property must be maintained. The User should ensure that all parties at the subject property are following best management practices and taking "reasonable steps" with respect to preventing and limiting exposure to any hazardous substance releases on the subject property. In the event of a future release on the subject property, the property owner or responsible party should report it to the appropriate regulatory agency.

11.0 DEVIATIONS

UES prepared this Phase I ESA in compliance with ASTM E1527-21.

12.0 ADDITIONAL SERVICES

Under the terms of the agreement between UES and Dominium Apartments, no other services beyond the Phase I ESA were performed as part of this assessment.

13.0 REFERENCES

13.1 STANDARDS

ATSM International, Standard Practice for: Environmental Site Assessments: Phase I Environmental Site Assessment Process, Designation E 1527-21.

ATSM International, Standard Practice for: Vapor Encroachment Screening on Property Involved In Real Estate Transactions, Designation E2600-22.

13.2 PROPERTY RECORDS

Osceola County Property Appraisers, Property Records, Legal Description(s), Zoning and Land Use Information. Available online at: http://www.property-appraiser.org/.

13.3 REGULATORY AND HISTORICAL RESOURCES

Environmental Risk Information Services; Regulatory Database Report, Historical Aerials and USGS Topographic Map Order No. 25042302472 dated April 24, 2025.

United States Environmental Protection Agency, Facility Registry System (FRS). Available on-line at: https://enviro.epa.gov/facts/myproperty/

OCULUS Electronic Document Management System, FDEP Regulatory Files Review for Storage Tanks,

Hazardous Waste, Solid Waste and Waste Cleanup Program Areas. Available on-line at: https://depedms.dep.state.fl.us/Oculus/servlet/login

Florida Department of Environmental Protection, Map Direct Application (Groundwater Delineation Map). Available on-line at: https://ca.dep.state.fl.us/mapdirect/?focus=grndwtr_dl

Florida Department of Environmental Protection, Map Direct Application (Contamination Locator Map). Available on-line at:
https://ca.dep.state.fl.us/mapdirect/?webmap=bdfa237157c7426a8f552e40a741685e

University of Florida Digital Collections website, Aerial Photograph Collection.
Available online at: http://ufdc.ufl.edu/aerials.

Florida Department of Transportation website, Aerial Photograph Collection.
Available online at: http://www.dot.state.fl.us/surveyingandmapping/aerialmain.shtm.

Google Earth Aerial Photography. https://earth.google.com/

13.4 PHYSICAL SETTING SOURCES

United States Geological Survey, Digital US Topographic Maps, 7.5-Minute Quadrangle Map "Kissimmee, FL," dated 2021.
Available online at: http://www.usgs.gov/

United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Web Soil Survey (WSS). Available online at: http://websoilsurvey.nrcs.usda.gov/app/

USDA NRCS Soil Survey of Osceola County Area, Florida, dated April 1979.

FIGURES

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Legend

Subject Property

Image Source: 2024 USGS Quadrangle Map "Kissimmee, FL"

N	**Yates Road Property** **2100 Yates Road** **Kissimmee, Osceola County, Florida 34746**			
	SITE LOCATION PLAN			Figure No: **1**
Scale: 1" = 2,000'	Date: May 7, 2025	Project No: 0140.2500087.0000	Report No: 2145555	



Legend

Subject Property

Transformer

Note: 2025 Image provided by Google Earth

N

Yates Road Property
2100 Yates Road
Kissimmee, Osceola County, Florida 34746

SITE PLAN

Figure No: **2**

Scale: 1" = 280'

Date: May 7, 2025

Project No: 0140.2500087.0000

Report No: 2145555

APPENDIX A

GENERAL CONDITIONS

UES™

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UES Professional Solutions, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES 1.1 *UES Professional Solutions, LLC*, and its affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. **1.2** The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. **1.3** The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. **3.2** The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT 4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. **4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. **4.3** If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS 5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. **5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS 6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.5** Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION 7.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed $50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of $1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $1,200.00, whichever is greater. If Client prefers a $2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of $2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $2,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. **7.2** Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE 8.1 UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3**

To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2 I**f a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2 I**n the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS **11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2 I**f UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2 I**n any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILTY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

APPENDIX B

PROPERTY RECORDS

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

Owner Information

Parcel ID:	18-25-29-2115-0001-0030
Owner(S):	TALISMAN PARTNERS LLC
Mailing Address:	8842 ELLIOTS CT ORLANDO FL 32836
Property Address:	0 YATES RD KISSIMMEE FL 34746
Primary Use:	MULTI-FAMILY-VAC 10 UNITS OR MORE (Code: 1003)
Tax District:	200 - KISSIMMEE

Legal Description

Legal Description: SHINGLE CREEK AT YATES PIONEER VILLAGE PB 32 PG 71 LOT 3 LESS COM AT NE COR OF NW 1/4 OF SW 1/4 OF 18-25-29, S89-27-34W 35 FT TO NE COR OF SAID LOT 3 & POB; CONT S89-27-34W 25 FT, S00-01-31W 100 FT, N89-27-34E 25 FT TO PT ON W R/W LINE OF YATES RD, N00-01-31E 100 FT TO POB

Land (Total Records: 1) Total Acres: 10

Land	Units	Unit Type	Depth	Value
COMM MULTI FAMILY-AC	AC	10	0	$2,750,000

Property Values (Total Records: 4)

Values Shown Below Represents Working Appraised Values As Of 04/23/2025, Which Are Subject To Change Prior To Certification

Tax Year	Land	+ Building(S)	+ Feature(S)	= Market	Assessed	- Exemption	= Taxable
2025	$2,750,000	$0	$0	$2,750,000	$1,597,200	$0	$1,597,200

Values Shown Below Represents Certified Values That Appeared On The Tax Roll As Of 10/04/2024

Tax Year	Land	+ Building(S)	+ Feature(S)	= Market	Assessed	- Exemption	= Taxable
2024	$2,750,000	$0	$0	$2,750,000	$1,452,000	$0	$1,452,000

Values Shown Below Represents Historic Values

Tax Year	Land	+ Building(S)	+ Feature(S)	= Market	Assessed	- Exemption	= Taxable
2023	$1,440,000	$0	$0	$1,440,000	$1,320,000	$0	$1,320,000
2022	$1,219,200	$0	$0	$1,219,200	$1,219,200	$0	$1,219,200

Exemptions (Total Exemption: 0)

No Records To Display.

Parcel Sales History

No Records To Display.

Sales In Subdivision Within Last 1 Year (Total Records: 10)

Property Address	Date Sold	Price	Book-Page	Bed	Bath	Pool	SqFt	Seller(S)	Buyer(S)	Deed Code
0 OSCEOLA POLK LINE RD 062628000000700000	2024-10-29	$0	6689-1026	0	0	N	Null	OPLR LLC	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SPECIAL WARRANTY DEED

0 OSCEOLA POLK LINE RD 062628000000730000	2024-08-28	$0	6678-1172	0	0	N	Null	OPLR LLC	STATE OF FLA DOT	WARRANTY DEED
0 OSCEOLA POLK LINE RD 062628000000740000	2024-08-28	$0	6678-1172	0	0	N	Null	OPLR LLC	STATE OF FLA DOT	WARRANTY DEED
0 FLORENCE VILLA GROVE RD 072527546100010015	2024-09-30	$100	6673-2218	0	0	N	Null	CORNERSTONE-ICM B-BAY LLC	BB2 DEVELOPMENT HOLDINGS LLC	QUIT CLAIM DEED
0 FLORENCE VILLA GROVE RD 072527546100010016	2024-09-30	$100	6673-2218	0	0	N	Null	CORNERSTONE-ICM B-BAY LLC	BB2 DEVELOPMENT HOLDINGS LLC	QUIT CLAIM DEED
0 FLORENCE VILLA GROVE RD 072527546100010016	2025-03-27	$7,000,000	6764-1644	0	0	N	Null	BB2 DEVELOPMENT HOLDINGS LLC	CORNERSTONE-ICM B-BAY LLC	QUIT CLAIM DEED
0 OCTAVIA BLVD 112628529800010020	2024-11-05	$2,200,000	6695-0896	0	0	N	Null	OCTAVIA STORAGE LLC	OCTAVIA APARTMENTS LLC	SPECIAL WARRANTY DEED
375 MAISON BLVD 112728400300010010	2024-06-21	$7,771,700	6621-1306	0	0	N	Null	KISSIMMEE LEASED HOUSING ASSOCIATES III LLLP	GAINESVILLE LEASED HOUSING ASSOCIATES (TIC-II) III LLLP	SPECIAL WARRANTY DEED
375 MAISON BLVD 112728400300010010	2024-08-12	$100	6648-2199	0	0	N	Null	GAINESVILLE LEASED HOUSING ASSOCIATES (TIC-II) III LLLP	KISSIMMEE LEASED HOUSING ASSOCIATES III LLLP	SPECIAL WARRANTY DEED
0 OLD VINELAND RD 132528000002900000	2024-06-12	$3,600,000	6616-1656	0	0	N	Null	SALIX ON VINE ACQUISITION LLC	VINELAND FAMILY APARTMENTS LTD	SPECIAL WARRANTY DEED

Buildings (Total Records: 0)

No Records To Display.

Extra Features

No Records To Display.

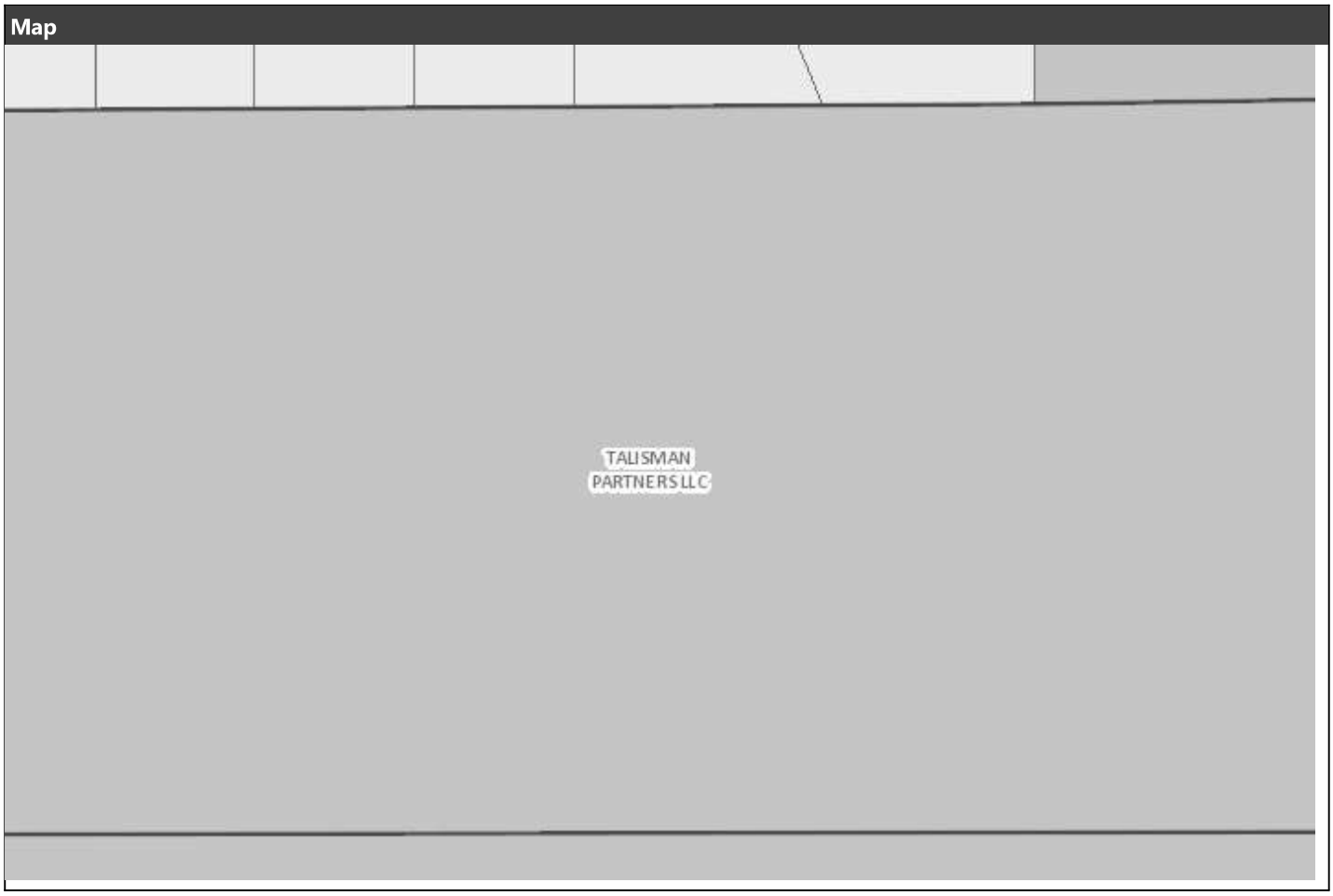
School Info

Category	Description
ELEMENTARY SCHOOLS	KNIGHTS POINT K8
MIDDLE SCHOOLS	KNIGHTS POINT K8
HIGH SCHOOLS	CELEBRATION HIGH

TPP Info

No Records To Display.

Map





N
W E
S

ProMap

Date Generated: 4/24/2025

0 330 660 1,320 Feet

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

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

APPENDIX C

AERIAL PHOTOGRAPHS

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ERIS

HISTORICAL AERIALS

Project Property: 2100 Yates Rd
2100 Yates Rd
Kissimmee FL

Project No: 0140.2500087.0000

Requested By: Universal Engineering Sciences

Order No: 25042302472

Date Completed: April 25,2025

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Environmental Risk Information Services
A division of Glacier Media Inc.
1.866.517.5204 | info@erisinfo.com | erisinfo.com

Date	Source	Scale	Comments
2023	Maxar Technologies	1" = 500'	
2021	United States Department of Agriculture	1" = 500'	
2019	United States Department of Agriculture	1" = 500'	
2017	United States Department of Agriculture	1" = 500'	
2015	United States Department of Agriculture	1" = 500'	
2013	United States Department of Agriculture	1" = 500'	
2010	United States Department of Agriculture	1" = 500'	
2007	United States Department of Agriculture	1" = 500'	
2006	United States Department of Agriculture	1" = 500'	
2005	United States Department of Agriculture	1" = 500'	
1999	United States Geological Survey	1" = 500'	
1995	United States Geological Survey	1" = 500'	
1985	Florida Department of Transportation	1" = 500'	
1978	Florida Department of Transportation	1" = 500'	
1971	Florida Department of Transportation	1" = 500'	
1963	East Central Fl Regional Planning Council	1" = 500'	
1958	Agricultural Stabilization & Conserv. Service	1" = 500'	
1951	Agricultural Stabilization & Conserv. Service	1" = 500'	
1944	Agricultural Stabilization & Conserv. Service	1" = 500'	



Year: 2023
Source: MAXAR
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 2021
Source: USDA
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 2019
Source: USDA
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 2017
Source: USDA
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 2015
Source: USDA
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 2013
Source: USDA
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 2010
Source: USDA
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 2007
Source: USDA
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 2006
Source: USDA
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 2005
Source: USDA
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 1999
Source: USGS
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 1995
Source: USGS
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 1985
Source: FDOT
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 1978
Source: FDOT
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 1971
Source: FDOT
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 1963
Source: ECFRPC
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 1958
Source: ASCS
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 1951
Source: ASCS
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS



Year: 1944
Source: ASCS
Scale: 1" = 500'
Comment:

Address: 2100 Yates Rd, Kissimmee, FL
Approx Center: -81.45544546,28.31105416

Order No: 25042302472

ERIS

APPENDIX D

TOPOGRAPHIC MAPS

Grounded in Excellence

TOPOGRAPHIC MAPS

Project Property:	2100 Yates Rd
	2100 Yates Rd Kissimmee FL None
Project No:	0140.2500087.0000
Requested By:	Universal Engineering Sciences
Order No:	25042302472
Date Completed:	April 24, 2025

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We have searched USGS collections of current topographic maps and historical topographic maps for the project property. Below is a list of maps found for the project property and adjacent area. Maps are from 7.5 and 15 minute topographic map series, if available.

Year	Map Series
2021	7.5
2015	7.5
1987	7.5
1980	7.5
1970	7.5
1953	7.5

Topographic Map Symbology for the maps may be available in the following documents:

Pre-1947

Page 223 of 1918 Topographic Instructions

Page 130 of 1928 Topographic Instructions

1947-2009

Topographic Map Symbols

2009-present

US Topo Map Symbols

Topographic Maps included in this report are produced by the USGS and are to be used for research purposes including a phase I report. Maps are not to be resold as commercial property.

No warranty of Accuracy or Liability for ERIS: The information contained in this report has been produced by ERIS Information Inc.(in the US) and ERIS Information Limited Partnership (in Canada), both doing business as 'ERIS', using Topographic Maps produced by the USGS. This maps contained herein does not purport to be and does not constitute a guarantee of the accuracy of the information contained herein. Although ERIS has endeavored to present you with information that is accurate, ERIS disclaims, any and all liability for any errors, omissions, or inaccuracies in such information and data, whether attributable to inadvertence, negligence or otherwise, and for any consequences arising therefrom. Liability on the part of ERIS is limited to the monetary value paid for this report.



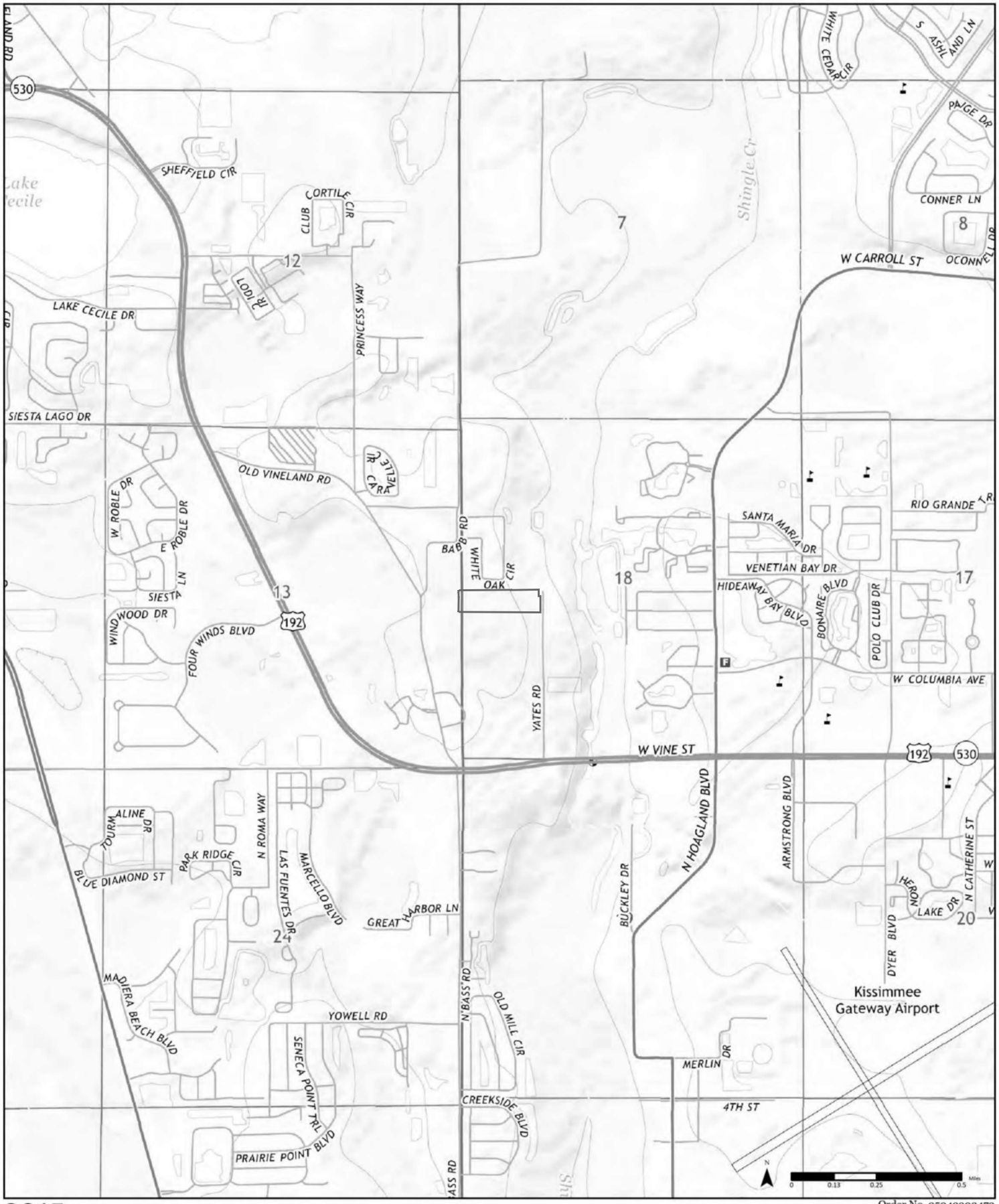
2021

Order No. 25042302472

Available Quadrangle(s): Kissimmee, FL

Kissimmee

Source: USGS 7.5 Minute Topographic Map



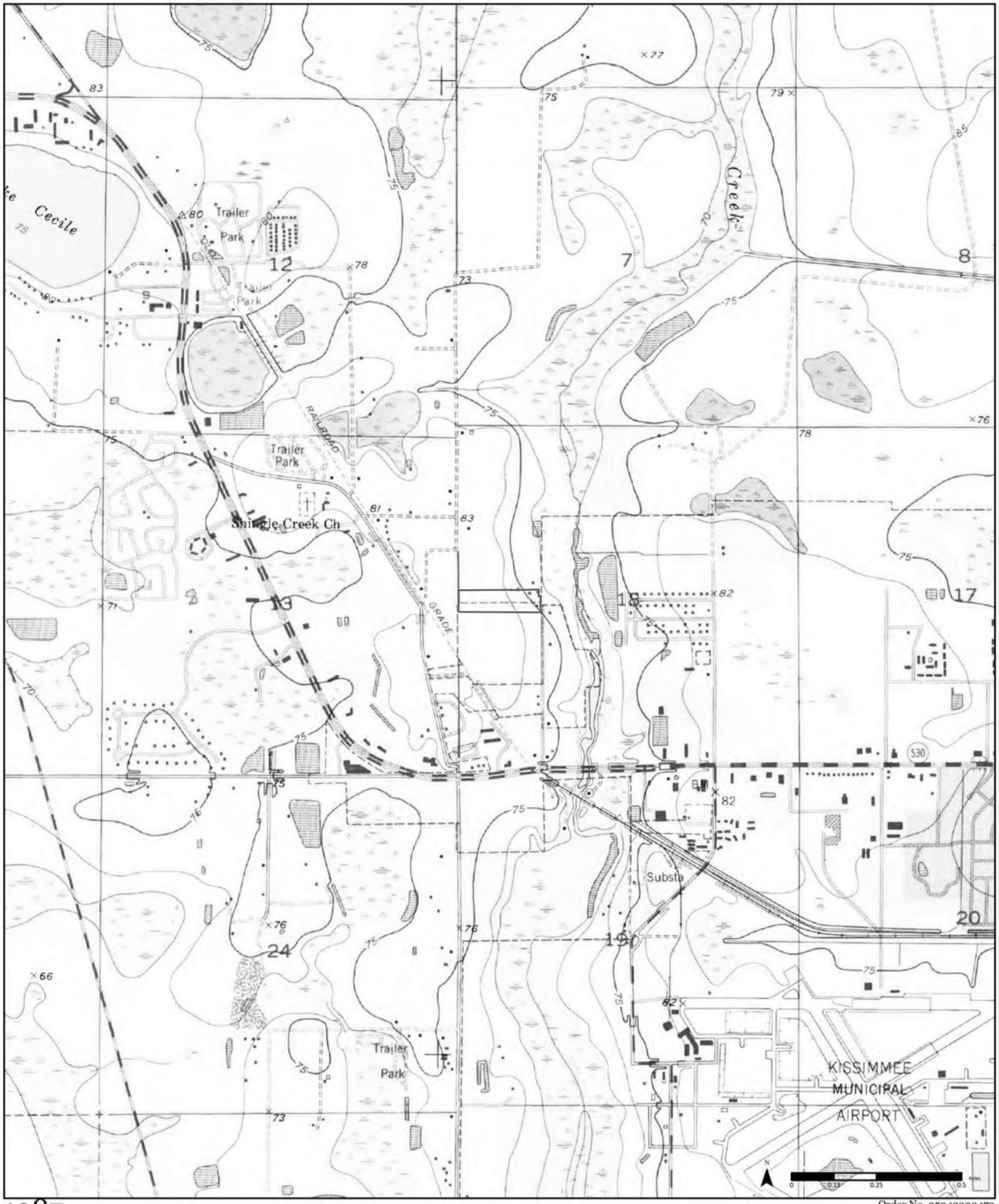
2015

Order No. 25042302472

Kissimmee

Available Quadrangle(s): Kissimmee, FL

Source: USGS 7.5 Minute Topographic Map



1987 (1-1987)

Aerial Photo Year: 1984

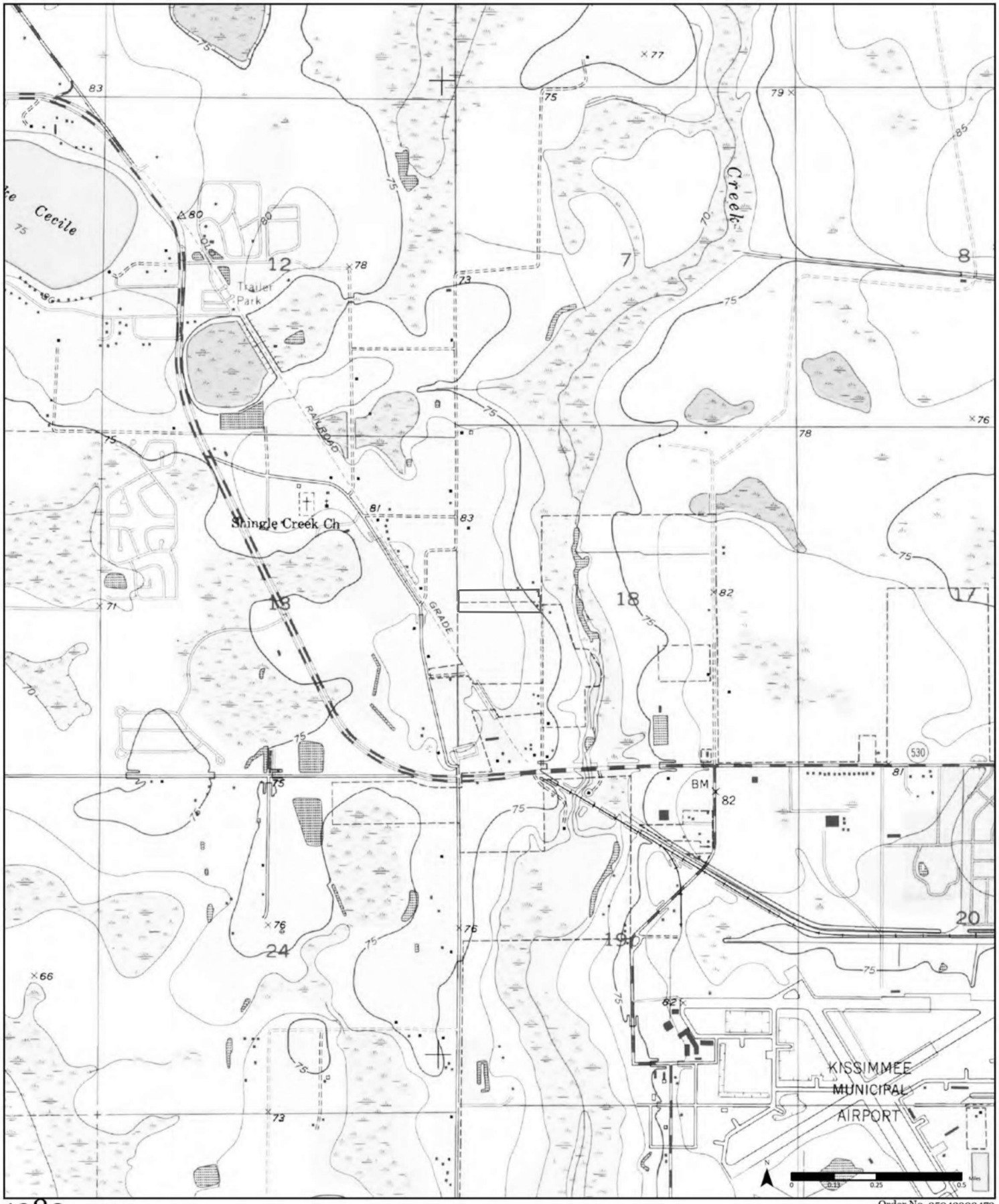
Photo Revision Year: 1987

Order No. 25042302472

Available Quadrangle(s): Kissimmee, FL(1-1987)

Kissimmee

Source: USGS 7.5 Minute Topographic Map



1980 (1-1980)

Aerial Photo Year: 1977

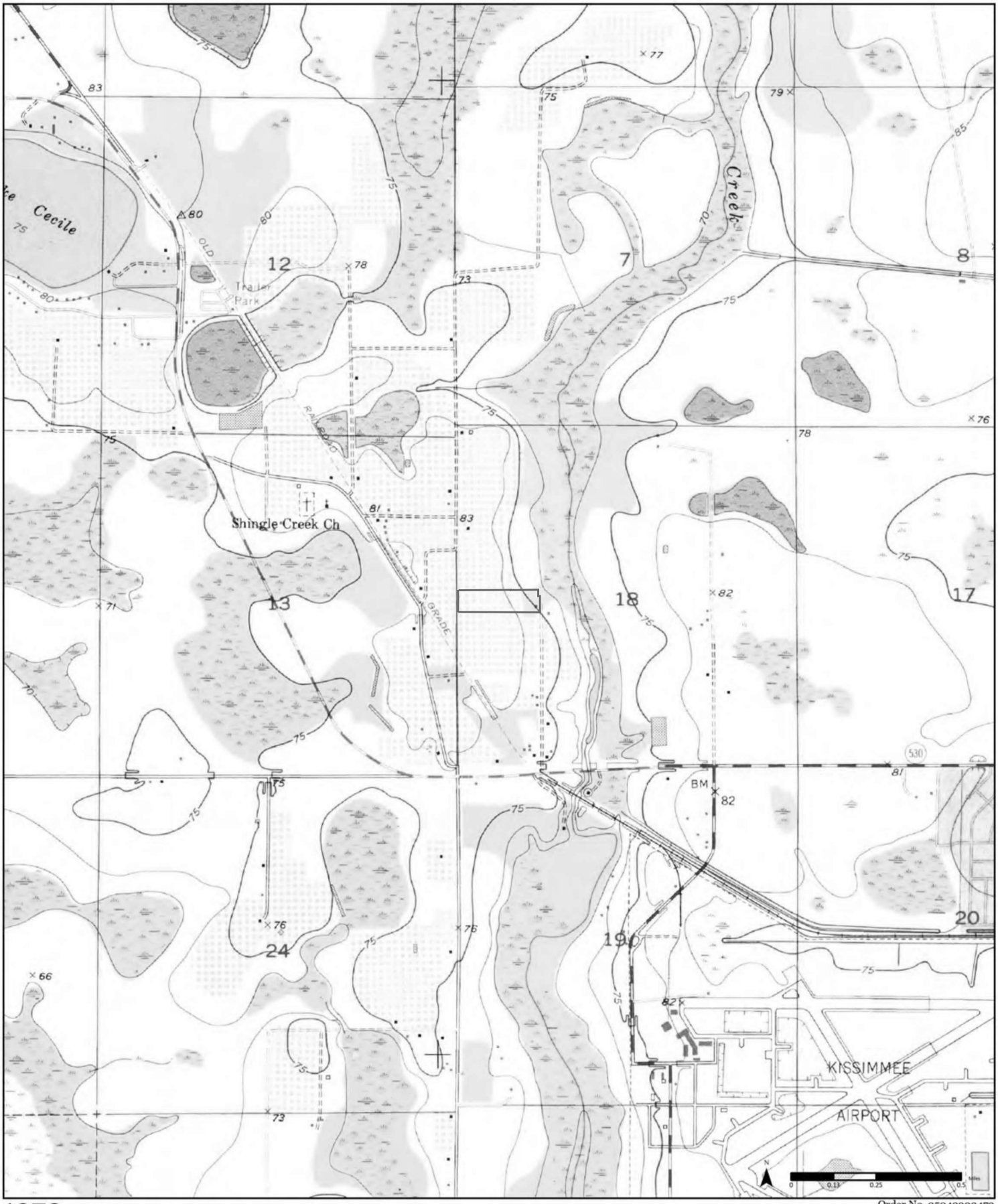
Photo Revision Year: 1980

Order No. 25042302472

Available Quadrangle(s): Kissimmee, FL(1-1980)

Kissimmee

Source: USGS 7.5 Minute Topographic Map



1970 (1-1970)

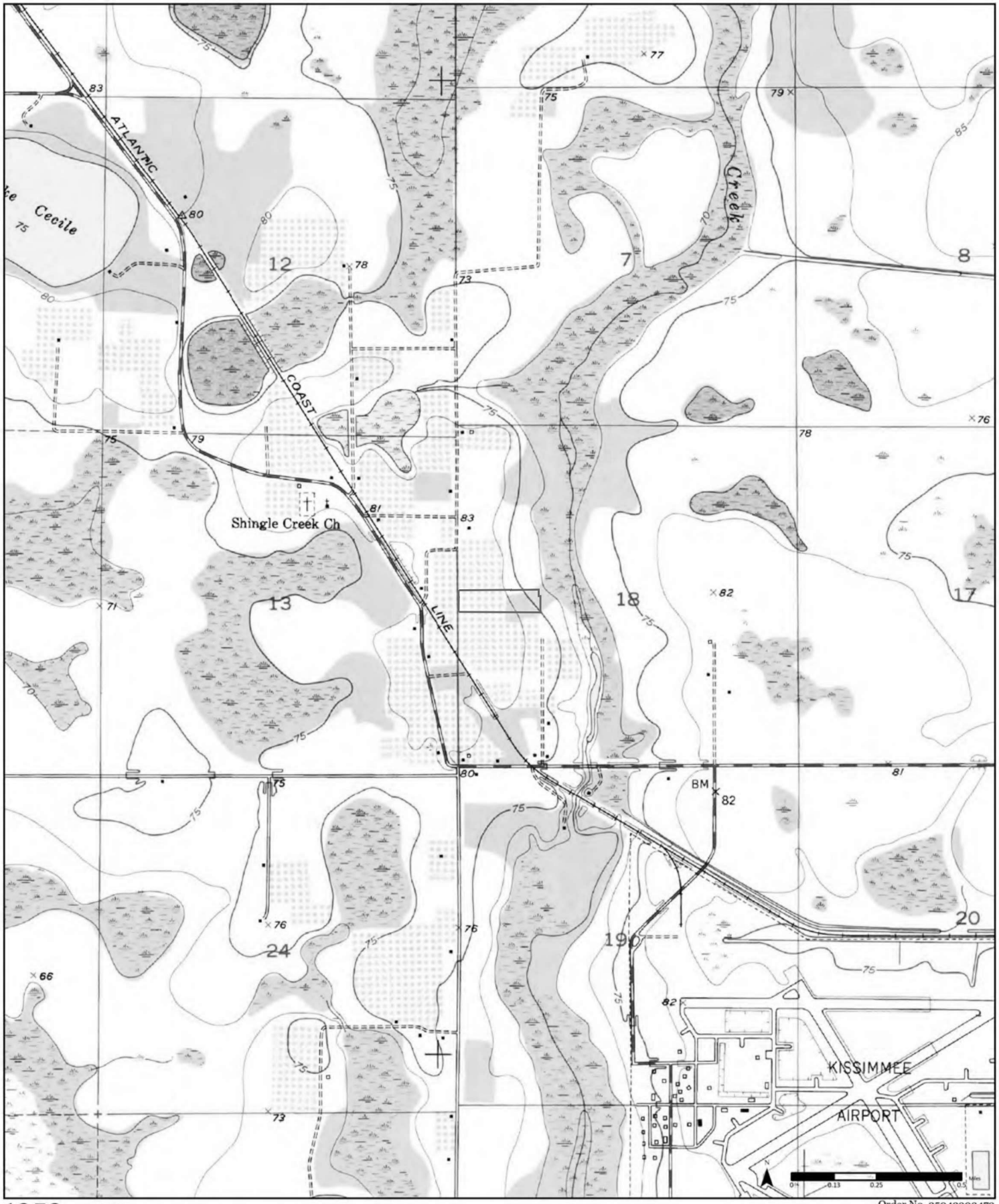
Aerial Photo Year: 1970
Photo Revision Year: 1970

Order No. 25042302472

Available Quadrangle(s): Kissimmee, FL(1-1970)



Source: USGS 7.5 Minute Topographic Map



1953 (1-1953)

Aerial Photo Year: 1950

Order No. 25042302472

Available Quadrangle(s): Kissimmee, FL(1-1953)

Kissimmee

Source: USGS 7.5 Minute Topographic Map

APPENDIX E

FIRE INSURANCE MAPS

Grounded in Excellence

ERIS

FIRE INSURANCE MAPS

Project Property: 2100 Yates Rd
2100 Yates Rd Kissimmee FL
Project No: 0140.2500087.0000
Requested By: Universal Engineering Sciences
Order No: 25042302472
Date Completed: April 24, 2025

Please note that no information was found for your site or adjacent properties.

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APPENDIX F

CITY DIRECTORIES

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CITY DIRECTORY

Project Property:	*2100 Yates Rd* *2100 Yates Rd* *Kissimmee,FL*
Project No:	*0140.2500087.0000*
Requested By:	*Universal Engineering Sciences*
Order No:	*25042302472*
Date Completed:	*April 30, 2025*

Environmental Risk Information Services
A division of Glacier Media Inc.
1.866.517.5204 | info@erisinfo.com | erisinfo.com

April 30, 2025
RE: CITY DIRECTORY RESEARCH
2100 Yates Rd
Kissimmee,FL

Thank you for contacting ERIS for an City Directory Search for the site described above. Our staff has conducted a reverse listing City Directory search to determine prior occupants of the subject site and adjacent properties. We have provided the nearest addresses(s) when adjacent addresses are not listed. If we have searched a range of addresses, all addresses in that range found in the Directory are included.

Note: Reverse Listing Directories generally are focused on more highly developed areas. Newly developed areas may be covered in the more recent years, but the older directories will tend to cover only the "central" parts of the city. To complete the search, we have either utilized the ACPL, Library of Congress, State Archives, and/or a regional library or history center as well as multiple digitized directories. These do not claim to be a complete collection of all reverse listing city directories produced.

ERIS has made every effort to provide accurate and complete information but shall not be held liable for missing, incomplete or inaccurate information. To complete this search we used the general range(s) below to search for relevant findings. If you believe there are additional addresses or streets that require searching please contact us at 866-517-5204.

Search Criteria:
3000-5000 of White Oak Cir
Beg-3000 of Yates Rd
Search Notes:

Search Results Summary

Date	Source	Comment
2023	DIGITAL BUSINESS DIRECTORY	
2020	DIGITAL BUSINESS DIRECTORY	
2016	DIGITAL BUSINESS DIRECTORY	
2012	DIGITAL BUSINESS DIRECTORY	
2008	DIGITAL BUSINESS DIRECTORY	
2003	DIGITAL BUSINESS DIRECTORY	
2000	DIGITAL BUSINESS DIRECTORY	
1996	POLKS	
1991	POLKS	
1986	POLKS	
1981	POLKS	
1976	POLKS	
1971	POLKS	
1967	POLKS	
1963	POLKS	
1961	POLKS	
1924-25	MILLERS	

2023 WHITE OAK CIR

SOURCE: DIGITAL BUSINESS DIRECTORY

4403 **RICARDO LOZADA**...*RESIDENTIAL*
4405 **DANIEL LOPEZ**...*RESIDENTIAL*
4409 **DIEGO BENCOSME**...*RESIDENTIAL*
4409 **MARIA BENCOSME**...*RESIDENTIAL*
4411 **MICHELE WIDNER**...*RESIDENTIAL*
4411 **RICHARD WIDNER**...*RESIDENTIAL*
4414 **LUZ MELENDEZ**...*RESIDENTIAL*
4414 **VICTOR MELENDEZ**...*RESIDENTIAL*
4416 **RAY DIAS**...*RESIDENTIAL*
4417 **SERGIO ZANOTTI**...*RESIDENTIAL*
4420 **KATHLEEN FOGEL**...*RESIDENTIAL*
4421 **BRADLEY DAVIS**...*RESIDENTIAL*
4422 **DON DEENEY**...*RESIDENTIAL*
4423 **MARIO SALVATI**...*RESIDENTIAL*
4424 **MARGARET GETTIS**...*RESIDENTIAL*
4424 **MICHAEL GETTIS**...*RESIDENTIAL*
4426 **CAROL NICKLES**...*RESIDENTIAL*
4426 **JAMES NICKLES**...*RESIDENTIAL*
4427 **ANA SURITA**...*RESIDENTIAL*
4427 **BRYAN SURITA**...*RESIDENTIAL*
4427 **RICARDO SURITA**...*RESIDENTIAL*
4428 **NEIEL TAYLOR**...*RESIDENTIAL*
4430 **RAMON GONZALEZ**...*RESIDENTIAL*
4434 **WILFRIED WENGERT**...*RESIDENTIAL*
4436 **JILLIAN NICKLES**...*RESIDENTIAL*
4438 **BJORN KARLSTROM**...*RESIDENTIAL*
4440 **ANN WOOD**...*RESIDENTIAL*
4440 **NICHOLAS WOOD**...*RESIDENTIAL*
4444 **RAY BRIGHT**...*RESIDENTIAL*
4448 **DELLA CHIDLEY**...*RESIDENTIAL*
4449 **LYDIA CARRION**...*RESIDENTIAL*
4450 **VICTORIA KUJALA**...*RESIDENTIAL*
4450 **WILLIAM WALKER**...*RESIDENTIAL*
4453 **JOSEPH BOONE**...*RESIDENTIAL*
4454 **CHRISTOPHER GUEL**...*RESIDENTIAL*
4455 **JAMES AMERMAN**...*RESIDENTIAL*
4456 **JOSE RENTAS**...*RESIDENTIAL*
4457 **LI LIN**...*RESIDENTIAL*
4457 **MOHAMED TAIBI**...*RESIDENTIAL*
4458 **MARIE TORRES**...*RESIDENTIAL*
4459 **SUSAN GUY**...*RESIDENTIAL*
4461 **JOHN DELEON**...*RESIDENTIAL*
4461 **MARINA VEGA**...*RESIDENTIAL*
4461 **ROBERT BETANCOURT**...*RESIDENTIAL*
4463 **ANDREA LEHMAN**...*RESIDENTIAL*
4463 **KEVIN LITTLETON**...*RESIDENTIAL*
4464 **JOSE CASTILLO**...*RESIDENTIAL*
4466 **MERCEDES VILLANUEVA**...*RESIDENTIAL*
4466 **SAMUEL VILLANUEVA**...*RESIDENTIAL*
4471 **PHYLLIS QUIGLEY**...*RESIDENTIAL*
4472 **MIGUEL ARISMENDI**...*RESIDENTIAL*
4473 **K GILLEN**...*RESIDENTIAL*
4474 **JOHN KERR**...*RESIDENTIAL*
4474 **LINDA KERR**...*RESIDENTIAL*
4475 **LAURA NICKLES**...*RESIDENTIAL*
4477 **ANTHONY DANIEL**...*RESIDENTIAL*
4479 **CLARK MCBROOM**...*RESIDENTIAL*
4480 **DANIEL LIPMAN**...*RESIDENTIAL*
4482 **CARMEN GOMEZ**...*RESIDENTIAL*
4482 **ERIC FRAZER**...*RESIDENTIAL*
4483 **MICHAEL MEDLEY**...*RESIDENTIAL*
4483 **MIKE MEDLEY HOME REPAIR INC**...*HOME IMPROVEMENTS*
4483 **ZELMA MEDLEY**...*RESIDENTIAL*
4487 **ANGEL TAYLOR**...*RESIDENTIAL*

2023 YATES RD

SOURCE: DIGITAL BUSINESS DIRECTORY

2251 **KIRSTEN HURDLE**...*RESIDENTIAL*
2251 **PAMELA HURDLE**...*RESIDENTIAL*

2020 WHITE OAK CIR

SOURCE: DIGITAL BUSINESS DIRECTORY

4401 **ABNER RODRIGUEZ**...*RESIDENTIAL*
4403 **RICARDO LOZADA**...*RESIDENTIAL*
4405 **DANIEL LOPEZ**...*RESIDENTIAL*
4405 **MARK ROBINSON**...*RESIDENTIAL*
4409 **DIEGO BENCOSME**...*RESIDENTIAL*
4411 **MICHELE WIDNER**...*RESIDENTIAL*
4411 **RICHARD WIDNER**...*RESIDENTIAL*
4414 **LUZ MELENDEZ**...*RESIDENTIAL*
4414 **VICTOR MELENDEZ**...*RESIDENTIAL*
4416 **RAY DIAS**...*RESIDENTIAL*
4417 **SERGIO ZANOTTI**...*RESIDENTIAL*
4420 **KATHLEEN FOGEL**...*RESIDENTIAL*
4421 **BRADLEY DAVIS**...*RESIDENTIAL*
4422 **DON DEENEY**...*RESIDENTIAL*
4423 **MARIO SALVATI**...*RESIDENTIAL*
4424 **MARGARET GETTIS**...*RESIDENTIAL*
4426 **CAROL NICKLES**...*RESIDENTIAL*
4427 **ANA SURITA**...*RESIDENTIAL*
4428 **NEIEL TAYLOR**...*RESIDENTIAL*
4430 **RAMON GONZALEZ**...*RESIDENTIAL*
4434 **WILFRIED WENGERT**...*RESIDENTIAL*
4438 **BJORN KARLSTROM**...*RESIDENTIAL*
4440 **ANN WOOD**...*RESIDENTIAL*
4440 **JOHN WOOD**...*RESIDENTIAL*
4440 **NICHOLAS WOOD**...*RESIDENTIAL*
4444 **RAY BRIGHT**...*RESIDENTIAL*
4448 **DELLA CHIDLEY**...*RESIDENTIAL*
4449 **LYDIA CARRION**...*RESIDENTIAL*
4450 **VICTORIA KUJALA**...*RESIDENTIAL*
4450 **WILLIAM WALKER**...*RESIDENTIAL*
4454 **CHRISTOPHER GUEL**...*RESIDENTIAL*
4454 **MONICA GUEL**...*RESIDENTIAL*
4455 **JAMES AMERMAN**...*RESIDENTIAL*
4456 **JOSE RENTAS**...*RESIDENTIAL*
4457 **LI LIN**...*RESIDENTIAL*
4457 **MOHAMED TAIBI**...*RESIDENTIAL*
4459 **SUSAN GUY**...*RESIDENTIAL*
4461 **ROBERT BETANCOURT**...*RESIDENTIAL*
4463 **ANDREA LEHMAN**...*RESIDENTIAL*
4463 **KEVIN LITTLETON**...*RESIDENTIAL*
4464 **JOSE CASTILLO**...*RESIDENTIAL*
4466 **MERCEDES VILLANUEVA**...*RESIDENTIAL*
4466 **SAMUEL VILLANUEVA**...*RESIDENTIAL*
4472 **MIGUEL ARISMENDI**...*RESIDENTIAL*
4473 **K GILLEN**...*RESIDENTIAL*
4474 **JOHN KERR**...*RESIDENTIAL*
4475 **LAURA NICKLES**...*RESIDENTIAL*
4479 **CLARK MCBROOM**...*RESIDENTIAL*
4480 **DANIEL LIPMAN**...*RESIDENTIAL*
4482 **CARMEN GOMEZ**...*RESIDENTIAL*
4482 **ERIC FRAZER**...*RESIDENTIAL*
4483 **MICHAEL MEDLEY**...*RESIDENTIAL*
4483 **MIKE MEDLEY HOME REPAIR INC**...*HOME IMPROVEMENTS*
4487 **ANGEL TAYLOR**...*RESIDENTIAL*

2020 YATES RD

SOURCE: DIGITAL BUSINESS DIRECTORY

2251 **KIRSTEN HURDLE**...*RESIDENTIAL*

2016 WHITE OAK CIR

SOURCE: DIGITAL BUSINESS DIRECTORY

4403 **RICARDO LOZADA**...*RESIDENTIAL*
4405 **DANIEL LOPEZ**...*RESIDENTIAL*
4405 **MARK ROBINSON**...*RESIDENTIAL*
4411 **MICHELE WIDNER**...*RESIDENTIAL*
4411 **RICHARD WIDNER**...*RESIDENTIAL*
4414 **LUZ MELENDEZ**...*RESIDENTIAL*
4414 **VICTOR MELENDEZ**...*RESIDENTIAL*
4416 **RAY DIAS**...*RESIDENTIAL*
4417 **SERGIO ZANOTTI**...*RESIDENTIAL*
4420 **ERIC FOGEL SR**...*RESIDENTIAL*
4420 **KATHLEEN FOGEL**...*RESIDENTIAL*
4421 **BRADLEY DAVIS**...*RESIDENTIAL*
4422 **DON DEENEY**...*RESIDENTIAL*
4423 **MARIO SALVATI**...*RESIDENTIAL*
4424 **MARGARET GETTIS**...*RESIDENTIAL*
4424 **MICHAEL GETTIS**...*RESIDENTIAL*
4426 **CAROL NICKLES**...*RESIDENTIAL*
4426 **JAMES NICKLES**...*RESIDENTIAL*
4427 **ANA SURITA**...*RESIDENTIAL*
4427 **RICARDO SURITA**...*RESIDENTIAL*
4428 **NEIEL TAYLOR**...*RESIDENTIAL*
4430 **RAMON GONZALEZ**...*RESIDENTIAL*
4434 **WILFRIED WENGERT**...*RESIDENTIAL*
4440 **ANN WOOD**...*RESIDENTIAL*
4440 **JOHN WOOD**...*RESIDENTIAL*
4440 **NICHOLAS WOOD**...*RESIDENTIAL*
4440 **SHANNON WOOD**...*RESIDENTIAL*
4444 **RAY BRIGHT**...*RESIDENTIAL*
4448 **DELLA CHIDLEY**...*RESIDENTIAL*
4448 **ROBERT CHIDLEY**...*RESIDENTIAL*
4449 **LYDIA CARRION**...*RESIDENTIAL*
4450 **VICTORIA KUJALA**...*RESIDENTIAL*
4450 **WILLIAM WALKER**...*RESIDENTIAL*
4453 **THOMAS CARLINO**...*RESIDENTIAL*
4454 **GILBERT GUEL**...*RESIDENTIAL*
4454 **MONICA GUEL**...*RESIDENTIAL*
4454 **SAMANTHA GUEL**...*RESIDENTIAL*
4455 **JAMES AMERMAN**...*RESIDENTIAL*
4457 **LI LIN**...*RESIDENTIAL*
4457 **MOHAMED TAIBI**...*RESIDENTIAL*
4459 **SUSAN GUY**...*RESIDENTIAL*
4461 **ROBERT BETANCOURT**...*RESIDENTIAL*
4463 **ANDREA LEHMAN**...*RESIDENTIAL*
4464 **JOSE CASTILLO**...*RESIDENTIAL*
4466 **MERCEDES VILLANUEVA**...*RESIDENTIAL*
4466 **SAMUEL VILLANUEVA**...*RESIDENTIAL*
4472 **MIGUEL ARISMENDI**...*RESIDENTIAL*
4473 **K GILLEN**...*RESIDENTIAL*
4473 **LEO GILLEN**...*RESIDENTIAL*
4474 **JOHN KERR**...*RESIDENTIAL*
4474 **LINDA KERR**...*RESIDENTIAL*
4474 **SEAN KERR**...*RESIDENTIAL*
4475 **LAURA NICKLES**...*RESIDENTIAL*
4478 **STEVEN TILTON**...*RESIDENTIAL*
4479 **CLARK MCBROOM**...*RESIDENTIAL*
4479 **LEIGH MCBROOM**...*RESIDENTIAL*
4480 **DANIEL LIPMAN**...*RESIDENTIAL*
4480 **JOSEPH LIPMAN**...*RESIDENTIAL*
4480 **ROSEMARY LIPMAN**...*RESIDENTIAL*
4482 **CARMEN GOMEZ**...*RESIDENTIAL*
4483 **MICHAEL MEDLEY**...*RESIDENTIAL*
4483 **MIKE MEDLEY HOME REPAIR INC**...*HOME IMPROVEMENTS*
4483 **ZELMA MEDLEY**...*RESIDENTIAL*
4487 **RENEE TAYLOR**...*RESIDENTIAL*

2016 YATES RD

SOURCE: DIGITAL BUSINESS DIRECTORY

2199 **MICHAEL WEISS**...*RESIDENTIAL*
2199 **TAMMY WEISS**...*RESIDENTIAL*

99 total records. Part 1 of 2

4407 **MICHAEL BARBER**...*RESIDENTIAL*
4407 **PIETRO SCARPELLINI**...*RESIDENTIAL*
4409 **BENCOSME DIEGO**...*RESIDENTIAL*
4409 **MARIA BENCOSME**...*RESIDENTIAL*
4414 **LUZ MELENDEZ**...*RESIDENTIAL*
4414 **MICHAEL MELANDEZ**...*RESIDENTIAL*
4414 **VICTOR MELENDEZ**...*RESIDENTIAL*
4416 **RAY DIAS**...*RESIDENTIAL*
4417 **NORMANDY ZANOTTI**...*RESIDENTIAL*
4418 **DAWN LEWIS**...*RESIDENTIAL*
4419 **PAUL MCKIBBEN**...*RESIDENTIAL*
4419 **PIA MCKIBBEN**...*RESIDENTIAL*
4420 **ERIC FOGEL**...*RESIDENTIAL*
4420 **ERIC FOGEL PACKAGING SERVICES**...*WHOL USED PACKAGING EQUIPMENT*
4421 **BJORN KARLSTROM**...*RESIDENTIAL*
4422 **BRIAN DEENEY**...*RESIDENTIAL*
4422 **DON DEENEY**...*RESIDENTIAL*
4423 **EZZY WINDOWS & LOCKS CORP**...*CARPENTRY CONTRACTOR*
4423 **ROZAIDA TAVAREZ**...*RESIDENTIAL*
4423 **SABIDO ISRAEL**...*RESIDENTIAL*
4424 **CORNELIS VAN MOURIK**...*RESIDENTIAL*
4424 **CORNELIS VANMOURIK**...*RESIDENTIAL*
4424 **ESABEL VANMOURIK**...*RESIDENTIAL*
4424 **MARGARET GETTIS**...*RESIDENTIAL*
4424 **MICHAEL GETTIS**...*RESIDENTIAL*
4425 **ABDEL ELOUMARI**...*RESIDENTIAL*
4425 **ELOUMARI ABDELMALEK**...*RESIDENTIAL*
4425 **HASNAE ELOUMARI**...*RESIDENTIAL*
4426 **CAROL NICKLES**...*RESIDENTIAL*
4426 **JAMES NICKLES**...*RESIDENTIAL*
4426 **L JAMES**...*RESIDENTIAL*
4427 **IRVIN CHANCE**...*RESIDENTIAL*
4428 **ELAINE CATTERICK**...*RESIDENTIAL*
4428 **PETER CATTERICK**...*RESIDENTIAL*
4428 **PETER CATTERICK**...*APARTMENT BUILDING OPERATOR*
4430 **DAVID SMITH**...*RESIDENTIAL*
4430 **PATRICK SMITH**...*RESIDENTIAL*
4434 **WILFRIED WENGERT**...*RESIDENTIAL*
4436 **STEVEN NICKLES**...*RESIDENTIAL*
4438 **ULLA KARLSTROM**...*RESIDENTIAL*
4440 **ADAM WOOD**...*RESIDENTIAL*
4440 **ANN WOOD**...*RESIDENTIAL*
4440 **CARL WOOD**...*RESIDENTIAL*
4440 **J LATURNER**...*RESIDENTIAL*
4440 **JOHN WOOD**...*RESIDENTIAL*
4440 **KPR 2 INC**...*REAL ESTATE AGENT/MANAGER*
4440 **L FERNANDEZ**...*RESIDENTIAL*
4440 **NICHOLAS WOOD**...*RESIDENTIAL*
4440 **WOOD JOHN**...*RESIDENTIAL*
4442 **HEATHER THOMPSON**...*RESIDENTIAL*
4444 **RAY BRIGHT**...*RESIDENTIAL*
4446 **COLE FRANK**...*RESIDENTIAL*
4446 **CRUISES INC**...*TRAVEL AGENCIES*
4446 **FRANK COLE**...*RESIDENTIAL*
4446 **JANET COLE**...*RESIDENTIAL*
4446 **MARGARET COLE**...*RESIDENTIAL*
4446 **RAYMOND COLE**...*RESIDENTIAL*
4448 **CHIDLEY ROBERT**...*RESIDENTIAL*
4449 **SUSAN GUY**...*RESIDENTIAL*
4451 **DONNA STANGLE**...*RESIDENTIAL*
4451 **JAMES STANGLE**...*RESIDENTIAL*
4453 **JOSEPH BOONE**...*RESIDENTIAL*
4454 **GILBERT GUEL**...*RESIDENTIAL*
4454 **MONICA GUEL**...*RESIDENTIAL*
4455 **NICHOLAS ROBINSON**...*RESIDENTIAL*
4456 **MANUEL ACEVEDO**...*RESIDENTIAL*
4457 **BRUNILDA VAZQUEZ**...*RESIDENTIAL*
4457 **LI LIN**...*RESIDENTIAL*

2012 WHITE OAK CIR
SOURCE: DIGITAL BUSINESS DIRECTORY

Part 2 of 2

4457 **VAZQUEZ BRUNILDA**...*RESIDENTIAL*
4458 **WANDERLEY FERNANDES**...*RESIDENTIAL*
4459 **SUSAN GUY**...*RESIDENTIAL*
4460 **MARIA VANMOURIK**...*RESIDENTIAL*
4461 **ROBERT BETANCOURT**...*RESIDENTIAL*
4462 **TERRY BIDDULPH**...*RESIDENTIAL*
4463 **C DELLACAMERA**...*RESIDENTIAL*
4463 **KEVIN LITTLETON**...*RESIDENTIAL*
4464 **BERNICE ENGLISH**...*RESIDENTIAL*
4464 **K & K PRESSURE WASHING**...*PATIO & DECK CLEANING & RESTORATION*
4464 **K & K PRESSURE WASHING**...*CLEANING/PRESSURE WASH*
4464 **K & K PRESSURE WASHING**...*OTHER BUILDING EXTERIOR CONTRS*
4464 **KENNETH ENGLISH**...*RESIDENTIAL*
4466 **JUAN VILANOVA**...*RESIDENTIAL*
4466 **MERCEDES VILLANUEVA**...*RESIDENTIAL*
4466 **SAMUEL VILLANUEVA**...*RESIDENTIAL*
4466 **VANESSA VILLANUEVA**...*RESIDENTIAL*
4466 **VILLANUEVA SAMUEL**...*RESIDENTIAL*
4472 **APPLAUSE ACADEMY INC**...*ELEMENTARY/SECONDARY SCHOOL*
4472 **MIGUEL ARISMENDI**...*RESIDENTIAL*
4472 **ROSA ARISMENDI**...*RESIDENTIAL*
4473 **K GILLEN**...*RESIDENTIAL*
4473 **KATHRYN GILLEN**...*RESIDENTIAL*
4474 **CHARLES HUDSON**...*RESIDENTIAL*
4475 **JAMES NICKLES**...*RESIDENTIAL*
4476 **CAROLINE BEERE**...*RESIDENTIAL*
4478 **PATRICIA LUCAS**...*RESIDENTIAL*
4480 **WALTER LIPMAN**...*RESIDENTIAL*
4482 **BARBARA CALLEN**...*RESIDENTIAL*
4482 **SCOTT CALLEN**...*RESIDENTIAL*
4483 **MICHAEL MEDLEY**...*RESIDENTIAL*

2012 YATES RD

SOURCE: DIGITAL BUSINESS DIRECTORY

1650 **JAMES YATES**...*RESIDENTIAL*
2001 **JAMIE YATES**...*RESIDENTIAL*
2001 **JANICE YATES**...*RESIDENTIAL*
2001 **MARTHA YATES**...*RESIDENTIAL*

2008 WHITE OAK CIR

SOURCE: DIGITAL BUSINESS DIRECTORY

4401 **JACK HORNE**...*RESIDENTIAL*
4401 **PAUL BURGOYNE**...*RESIDENTIAL*
4403 **MALCOLM MAYS**...*RESIDENTIAL*
4405 **MARK ROBINSON**...*RESIDENTIAL*
4407 **PIETRO SCARPELLINI**...*RESIDENTIAL*
4413 **CHRISTINE NEWMAN**...*RESIDENTIAL*
4414 **VICTOR & LUZ MELENDEZ**...*RESIDENTIAL*
4415 **STEVE BARBER**...*RESIDENTIAL*
4416 **RAY DIAS**...*RESIDENTIAL*
4417 **SERGIO ZANOTTI**...*RESIDENTIAL*
4418 **JOSE MONROY**...*RESIDENTIAL*
4419 **PAUL & PIA MCKIBBEN**...*RESIDENTIAL*
4420 **ERIC FOGEL PACKAGING SERVICES**...*WHOL USED PACKAGING EQUIPMENT*
4421 **BJORN KARLSTROM**...*RESIDENTIAL*
4422 **DON DEENEY**...*RESIDENTIAL*
4423 **EZZY WINDOWS & LOCKS CORP**...*CARPENTRY CONTRACTOR*
4423 **JAMES & KATHERINE BENFIELD**...*RESIDENTIAL*
4424 **CORNELIS & ESABEL VANMOURIK**...*RESIDENTIAL*
4425 **DAVID WOODWARD**...*RESIDENTIAL*
4426 **J SR NICKLES**...*RESIDENTIAL*
4427 **R & L STANGLE**...*RESIDENTIAL*
4428 **PETER & ELAINE CATTERICK**...*RESIDENTIAL*
4428 **PETER CATTERICK**...*APARTMENT BUILDING OPERATOR*
4430 **MICHAEL T KELLY**...*RESIDENTIAL*
4432 **JOHN & SHEILA S BATEMAN**...*RESIDENTIAL*
4434 **WILFRIED WENGERT**...*RESIDENTIAL*
4436 **GERHARD WUCHERER**...*RESIDENTIAL*
4440 **JOHN & ANN WOOD**...*RESIDENTIAL*
4440 **KPR 2 INC**...*REAL ESTATE AGENT/MANAGER*
4442 **PETER & HEATHER THOMPSON**...*RESIDENTIAL*
4444 **RAY BRIGHT**...*RESIDENTIAL*
4446 **CRUISES INC**...*TRAVEL AGENCIES*
4454 **GEORGE MCFADDEN**...*RESIDENTIAL*
4457 **JOHN GRIFFIN**...*RESIDENTIAL*
4458 **SERGE & REBECCA DULAC**...*RESIDENTIAL*
4463 **KEVIN LITTLETON**...*RESIDENTIAL*
4464 **K & K PRESSURE WASHING**...*CLEANING/PRESSURE WASH*
4464 **K & K PRESSURE WASHING**...*PATIO & DECK CLEANING & RESTORATION*
4464 **KEN ENGLISH**...*RESIDENTIAL*
4464 **VENUS ALDRIDGE**...*RESIDENTIAL*
4472 **ALL THE RIGHT STUFF INC**...*RETAIL CREATIVE TOYS AND GIFTS*
4472 **APPLAUSE ACADEMY INC**...*ELEMENTARY/SECONDARY SCHOOL*
4472 **BARBARA CHRISTIE**...*RESIDENTIAL*
4472 **HARRY SCHNECK**...*RESIDENTIAL*
4473 **L & K GILLEN**...*RESIDENTIAL*
4476 **ROBERT BANKS**...*RESIDENTIAL*
4477 **JULIEN GABRIEL**...*RESIDENTIAL*

2008 YATES RD

SOURCE: DIGITAL BUSINESS DIRECTORY

2001 **JAMES E YATES**...*RESIDENTIAL*
2251 **KIRSTEN R HURDLE**...*RESIDENTIAL*

2003 WHITE OAK CIR

SOURCE: DIGITAL BUSINESS DIRECTORY

4401 **P BURGOYNE**...*RESIDENTIAL*
4403 **MALCOLM MAYS**...*RESIDENTIAL*
4405 **MARK ROBINSON**...*RESIDENTIAL*
4407 **PIETRO SCARPELLINI**...*RESIDENTIAL*
4413 **CHRISTINE NEWMAN**...*RESIDENTIAL*
4414 **VICTOR & LUZ MELENDEZ**...*RESIDENTIAL*
4415 **S E BARBER**...*RESIDENTIAL*
4415 **STEVE BARBER**...*RESIDENTIAL*
4416 **RAY DIAS**...*RESIDENTIAL*
4419 **PAUL & PIA MCKIBBEN**...*RESIDENTIAL*
4420 **ERIC G FOGEL**...*RESIDENTIAL*
4422 **DON DEENEY**...*RESIDENTIAL*
4426 **J SR NICKLES**...*RESIDENTIAL*
4428 **DENNIS & GLORIA DOLLING**...*RESIDENTIAL*
4430 **MICHAEL T KELLY**...*RESIDENTIAL*
4432 **JOHN S & SHEILA E BATEMAN**...*RESIDENTIAL*
4434 **WILFRIED WENGERT**...*RESIDENTIAL*
4436 **GERHARD WUCHERER**...*RESIDENTIAL*
4438 **MICHAEL & ELIZABETH REINHARD**...*RESIDENTIAL*
4440 **SARAH S TOZER**...*RESIDENTIAL*
4442 **PETER & HEATHER THOMPSON**...*RESIDENTIAL*
4444 **RAY BRIGHT**...*RESIDENTIAL*
4464 **K & K PRESSURE WASHING**
4471 **LAWRENCE D QUIGLEY**...*RESIDENTIAL*
4472 **ALL THE RIGHT STUFF**
4472 **BARBARA CHRISTIE**...*RESIDENTIAL*
4472 **HARRY SCHNECK**...*RESIDENTIAL*
4475 **LAURA PACKER**...*RESIDENTIAL*

2003 YATES RD

SOURCE: DIGITAL BUSINESS DIRECTORY

2001 **JAMES E YATES**...*RESIDENTIAL*
2199 **NORMAN A UDSTAD**...*RESIDENTIAL*

2000 WHITE OAK CIR

SOURCE: DIGITAL BUSINESS DIRECTORY

4403 **MALCOLM MAYS**...*RESIDENTIAL*
4405 **MARK ROBINSON**...*RESIDENTIAL*
4414 **OAKS WHISPERING**...*RESIDENTIAL*
4416 **RAY DIAS**...*RESIDENTIAL*
4426 **BRADLEY J & R BLIZZARD**...*RESIDENTIAL*
4428 **DENNIS & GLORIA DOLLING**...*RESIDENTIAL*
4430 **RICKY W TAYLOR**...*RESIDENTIAL*
4432 **JOHN S & SHEILA E BATEMAN**...*RESIDENTIAL*
4438 **MICHAEL & ELIZABETH REINHARD**...*RESIDENTIAL*
4440 **JOE P TOZER**...*RESIDENTIAL*
4442 **PETER & HEATHER THOMPSON**...*RESIDENTIAL*
4472 **ALL THE RIGHT STUFF**

2001 **JAMES E YATES**...*RESIDENTIAL*

WHITE BIRCH DR *cont'd*

Address	Zip+4	CarRte	Phone
111 Blake Cheryl	-8623	R027	348-0156
Blake Patrick	-8623	R027	348-0156
112 Randolph Lisa M	-8616	R027	348-2463
113 Gioloso Dominic	-8623	R027	348-8159
115 Sirni Rudy	-8624	R027	348-4190
Sirni Wanda	-8624	R027	348-4190
116 Rodriqueza Rafael A	-8616	R027	348-1419
117 Griffin Ann M	-8627	R027	344-0171
120 Kendall P W	-8616	R027	348-0980
122 Cuddie Ken	-8604	R027	348-2604
123 Martindye G	-8627	R027	348-2859
124 Arroyo B	-8604	R027	348-7477
Arroyo Brinda L	-8604	R027	348-3054
Arroyo Jumers	-8604	R027	348-2429
125 Moore Ken	-8619	R027	344-2215
126 Zuccheuo Vincent	-8604	R027	348-4907
128 Black Michael R	-8618	R027	348-6585
129 Folmer Gary	-8619	R027	348-0741
130 Larsen Craig	-8618	R027	348-8477
131 Godsey Larry A	-8619	R027	348-7517
132 Alexandre Denise	-8618	R027	348-8226
133 Downing Peter J	-8622	R027	344-0347
134 Hawley Richard	-8618	R027	344-1995
137 Mateo Lauren	-8622	R027	348-8383
138 Webb R A	-8618	R027	344-0420
139 Mackenzie Lyman G	-8622	R027	348-8166
140 Castillo R	-8618	R027	344-2434
142 Cooper Bob	-8618	R027	348-0325
143 Schieferstein John	-8622	R027	344-1699
144 Pitley Richard	-8618	R027	348-0956
145 Reidy Eugene T	-8622	R027	348-2573
146 Godoy Marcial	-8618	R027	348-9675
147 CLAIMS INVESTIGATIONS	-8622	R027	344-2664
White Harry V	-8622	R027	348-4046
148 Corica Joseph	-8618	R027	348-2055
151 Dygert Edward L	-8622	R027	348-9416
152 Baltson Colin	-8617	R027	348-2361
153 Persaud S	-8622	R027	348-4634
154 Spencer James	-8617	R027	348-0538
155 Heart Beverly	-8622	R027	344-9030
156 Foster David	-8617	R027	344-1175
157 Harris K	-8622	R027	344-0485
159 Alexander David P	-8622	R027	344-3490
165 Outhouse Bill W	-8622	R027	348-3856
171 Harrison Brian	-8621	R027	348-3403
172 Alvarez Joseph	-8620	R027	348-8565
173 Atkinson M	-8621	R027	348-3833
176 Robert Bruce	-8620	R027	348-8317
Robert Nanette	-8620	R027	348-8317

BUSINESSES 1 HOUSEHOLDS 57

WHITE CRANE CT *(KI)* 34747

8052 Toborg Robert	-2214	R045	396-7031
8056 Brennand Jo	-2214	R045	396-5489
8058 McNamee David	-2214	R045	396-4152
8070 Bradshaw Derek	-2217	R045	397-7181

HOUSEHOLDS 4

WHITE DOVE LN *(KI)* 34746

3200 Barnett Chuck	-4667	R017	396-7179
3201 Glas Armando	-4661	R017	396-6184
3205 Glas Armando	-4646	R017	396-1590
3208 Gallagher David	-4645	R017	397-2241
3213 Thompson Eldon	-4646	R017	397-7305
3221 Haffelt Tim	-4646	R017	397-1308

HOUSEHOLDS 6

WHITE OAK CIR *(KI)* 34746

4401 WHISPERING OAKS	-5836	R038	396-6678
Burgoyne P	-5836	R038	396-6544
4403 Mays Malcolm	-5836	R038	396-4154
4405 Robinson Mark	-5836	R038	396-4254
4407 Scarpellini Pietro	-5836	R038	397-7635
4413 Newman C	-5836	R038	396-4221
4414 Melendez Luz	-5813	R038	397-7129
Melendez Victor	-5813	R038	397-7129
4415 Barber S E	-5836	R038	396-4263
Barber Steve	-5836	R038	396-9166
4416 Dias Ray	-5813	R038	397-4532
4419 McKibben Paul	-5836	R038	396-9330
McKibben Pia	-5836	R038	396-9330
4420 Fogel Eric G	-5813	R038	396-6771
4422 Deeney Don	-5813	R038	396-6420
4426 Nickles J Sr	-5813	R038	396-9562
4428 Dolling Dennis	-5813	R038	397-0345
Dolling Gloria	-5813	R038	397-0345
4430 Taylor Ricky W	-5813	R038	397-2687
4432 Bateman John S	-5813	R038	396-2390
Bateman Sheila	-5813	R038	396-2390
4434 Wengert Willr	-5813	R038	397-4681
4436 Wucherer Gerhard	-5813	R038	396-6873

WHITE OAK CIR *cont'd*

Address	Zip+4	CarRte	Phone
4438 Reinhard Elizabeth	-5813	R038	396-5484
Reinhard Michael	-5813	R038	396-5484
4440 Tozer Sarah S	-5813	R038	396-4113
4442 Thompson Heather	-5813	R038	397-1863
Thompson Peter	-5813	R038	397-1863
4444 Bright Ray	-5813	R038	396-9186

BUSINESSES 1 HOUSEHOLDS 28

WHITE PINE AVE *(KI)* 34758

4656 Wagner Gustave P	-2333	R013	870-8067
4660 Cobb Helen	-2333	R013	932-3678
Cobb Paul	-2333	R013	932-3678
4662 West Leslie F	-2333	R013	933-4296
4668 Schilling H	-2333	R013	846-0543
4672 Robertson Francis	-2333	R013	932-2409
Robertson Margaret	-2333	R013	932-2409

HOUSEHOLDS 7

WHITEHALL WAY *(KI)* 34758

102 Adoano Angeles	-4114	R036	933-8326
104 Taylorals Marcia	-4114	R036	870-2911
106 Klause Robert	-4114	R036	931-1529
116 Quilit Jose	-4114	R036	931-0202
119 Morales Dagmar	-4114	R036	931-2997

HOUSEHOLDS 5

WHITNEY ST *(KI)* 34744

101 PREFERRED AUTO WORKS	-1845	C006	935-1664
105 BRIAN'S AUTO REPAIR	-1845	C006	870-8979
185 Fisher Carl L	-1845	C006	847-8464
195 H TED MILLER'S TREE SVC	-1845	C006	847-2546
201 White Danny W	-1847	C006	846-6589
220 Lacoe Bruce	-1848	C006	933-5447
Lacoe Maureen	-1848	C006	933-5447
312 Huaman Roger	-1848	C006	931-1703
345 Vanbriesen Nancy	-1824	C006	932-0975
355 Eyberg Bruce	-1824	C006	870-9154
450 Stephens Greg	-1848	C006	846-1971

BUSINESSES 3 HOUSEHOLDS 8

WHITTED LN *(S)* 34771

801 Hibbert Wilma	-9632	R007	892-3715

HOUSEHOLDS 1

WHITTED RD *(S)* 34771

575 Paul Dorothy	-8290	R007	892-8514
595 Paul Arlee	-8290	R007	892-3178
675 Jones Mary	-8245	R007	892-3428

HOUSEHOLDS 3

WICKHAM AVE *(KI)* 34741

3009 Barger Dan M	-3884	C023	931-0878
Barger Donna	-3884	C023	931-0878
3013 Bogert Johan	-3884	C023	932-0219
3021 Cantrell Allan	-3884	C023	933-0918
3105 Rossi Joanne	-3888	C023	931-1152
3110 Daly Edward	-3886	C023	933-7149
Daly P	-3886	C023	933-7149
3118 Berry Steven	-3886	C023	931-3877
3122 Kessler A M	-3886	C023	846-7839
3125 Krasa James E Jr	-3888	C023	847-4865
3203 Alvarez John	-3857	C023	944-0359
3215 Nadal Bob	-3857	C023	870-8522
3219 Sheikh Bushra	-3857	C023	870-7680
Sheikh Mushtaq	-3857	C023	870-7680
3227 Rubin M	-3857	C023	847-8155
3247 Alvarez John	-3857	C023	943-7475
3251 Mooney Arthur J Sr	-3857	C023	847-6759

HOUSEHOLDS 17

WIGGINS RD *(S)* 34771

675 Robinson Callie E	-9693	R007	892-9653
701 Wiggins Charles J	-8240	R007	892-7603
1005 Kelley George E	-8264	R007	892-4302
Kelley Janet	-8264	R007	892-4302
1205 Clough Doris	-8238	R007	957-0266
Clough Robert	-8238	R007	957-0266

HOUSEHOLDS 6

WILD OAK CT *(KI)* 34746

2096 Pastier Anna	-3650	R023	846-1270
2097 Larson Donna	-3650	R023	933-5190
Larson Randy	-3650	R023	933-5190

HOUSEHOLDS 3

WILDERNESS TRL *(KI)* 34746

3260 Thornton Chris	-2924	R007	931-2793

1996 YATES RD

SOURCE: POLKS

YATES RD *(KI)* 34746

2001 Yates James E.....-5821 R038 396-0862
2199 Udstad Norman A.....-5853 R038 396-6140

HOUSEHOLDS 2

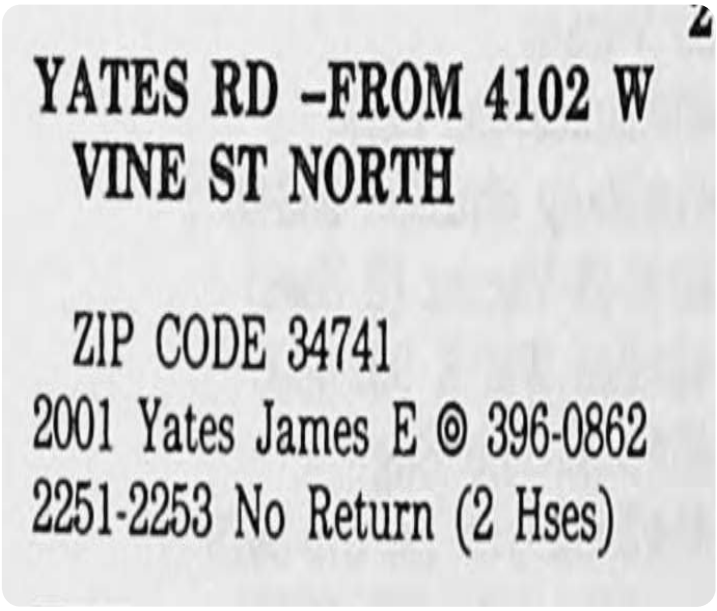
1991 WHITE OAK CIR

SOURCE: POLKS

STREET NOT LISTED

1991 YATES RD

SOURCE: POLKS



YATES RD -FROM 4102 W
VINE ST NORTH

ZIP CODE 34741
2001 Yates James E @ 396-0862
2251-2253 No Return (2 Hses)

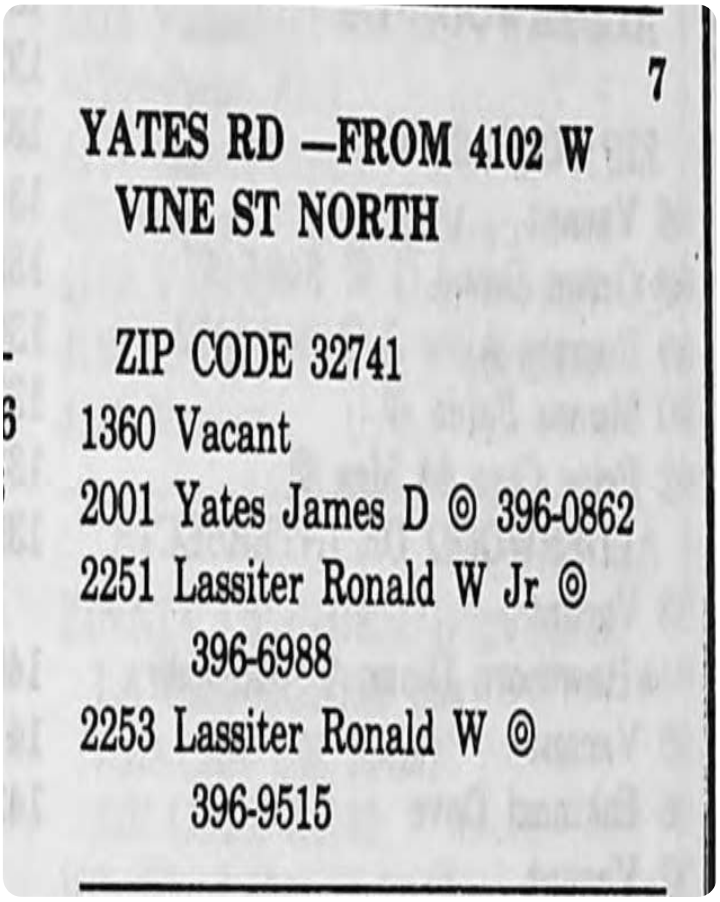
1986 WHITE OAK CIR

SOURCE: POLKS

STREET NOT LISTED

1986 YATES RD

SOURCE: POLKS



7

YATES RD —FROM 4102 W
VINE ST NORTH

ZIP CODE 32741

1360 Vacant

2001 Yates James D ◎ 396-0862

2251 Lassiter Ronald W Jr ◎
396-6988

2253 Lassiter Ronald W ◎
396-9515

1981 WHITE OAK CIR

SOURCE: POLKS

STREET NOT LISTED

1981 YATES RD

SOURCE: POLKS

STREET NOT LISTED

1976 WHITE OAK CIR

SOURCE: POLKS

STREET NOT LISTED

1976 YATES RD

SOURCE: POLKS

STREET NOT LISTED

1971 WHITE OAK CIR

SOURCE: POLKS

STREET NOT LISTED

1971 YATES RD

SOURCE: POLKS

STREET NOT LISTED

1967 WHITE OAK CIR

SOURCE: POLKS

STREET NOT LISTED

1967 YATES RD

SOURCE: POLKS

STREET NOT LISTED

1963 WHITE OAK CIR

SOURCE: POLKS

STREET NOT LISTED

1963 YATES RD

SOURCE: POLKS

STREET NOT LISTED

1961 WHITE OAK CIR

SOURCE: POLKS

STREET NOT LISTED

1961 YATES RD

SOURCE: POLKS

STREET NOT LISTED

1924-25 WHITE OAK CIR

SOURCE: MILLERS

STREET NOT LISTED

1924-25 YATES RD

SOURCE: MILLERS

STREET NOT LISTED

APPENDIX G

SUPPORTING ENVIRONMENTAL DOCUMENTATION

Grounded in Excellence

MapDirect



May 7, 2025

Brownfield Areas

Florida Institutional Controls Registry

Registered Tanks from STCM

Petroleum Contamination Monitoring (PCTS) Discharges from STCM

ELIGIBLE DISCHARGES OPEN

ELIGIBLE DISCHARGES COMPLETED

INELIGIBLE DISCHARGES COMPETED

Compliance & Enforcement Tracking-Hazardous Waste Facilities

Closed Hazardous Waste Facilities

1:9,028

0 0.07 0.15 0.3 mi

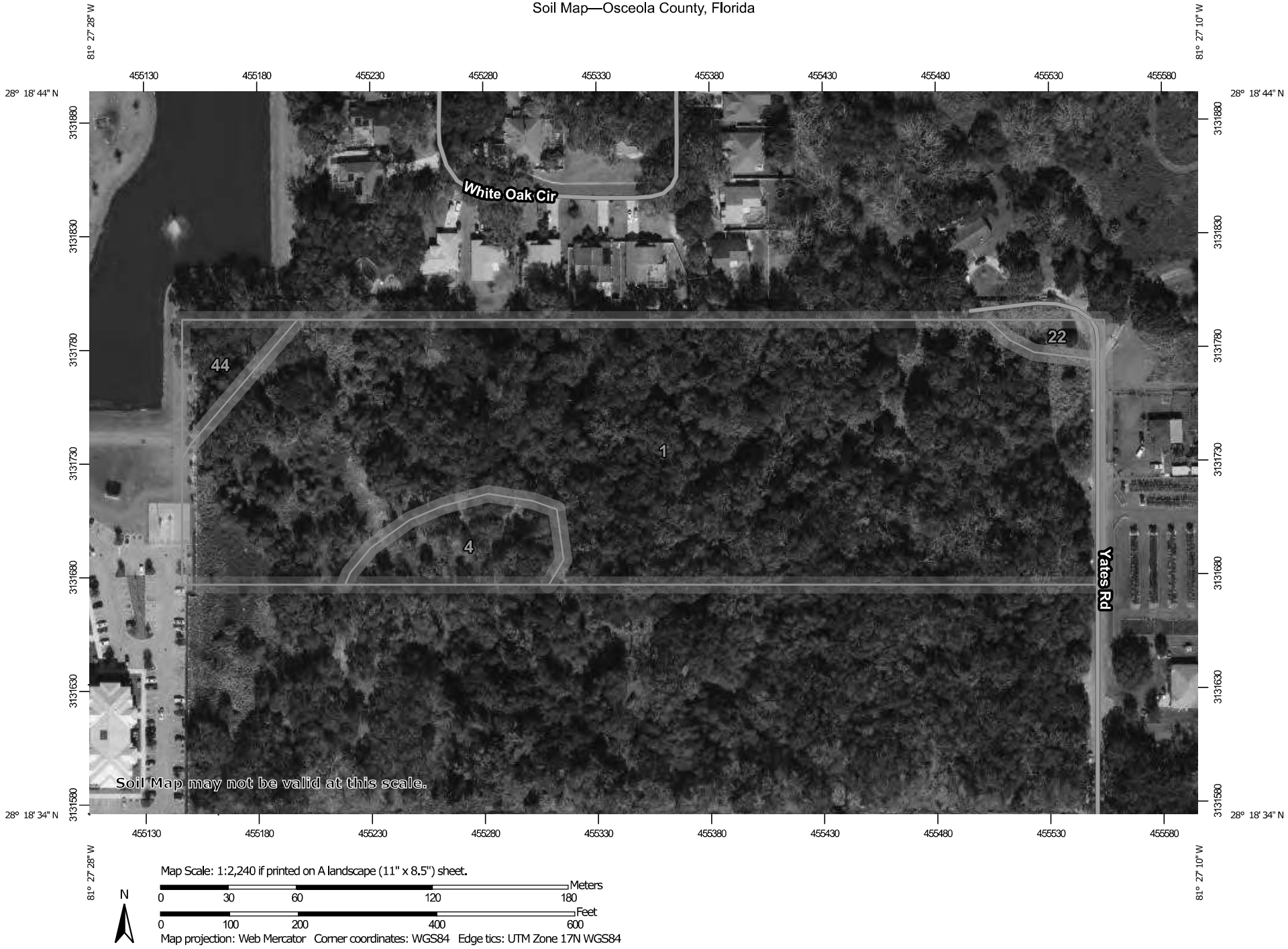
0 0.13 0.25 0.5 km

State of Florida, Maxar, FDEP, DWM, FDEP,DWM, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, FDEP/DWM/BWC, WRM

Map created by Map Direct, powered by ESRI.

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Soil Map—Osceola County, Florida



Map Scale: 1:2,240 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 30 60 120 180

Feet
0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Osceola County, Florida
Survey Area Data: Version 22, Aug 22, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 1, 2023—Sep 1, 2023

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
1	Adamsville sand, 0 to 2 percent slopes	10.5	89.4%
4	Arents, 0 to 5 percent slopes	0.7	6.0%
22	Myakka fine sand, 0 to 2 percent slopes	0.2	1.4%
44	Tavares fine sand, 0 to 5 percent slopes	0.4	3.2%
Totals for Area of Interest		**11.8**	**100.0%**

APPENDIX H

REGULATORY DATABASE REPORT & RECORDS

Grounded in Excellence

ERIS

DATABASE REPORT

Project Property:	*2100 Yates Rd* *2100 Yates Rd* *Kissimmee FL*
Project No:	*0140.2500087.0000*
Report Type:	*Database Report*
Order No:	*25042302472*
Requested by:	*Universal Engineering Sciences*
Date Completed:	*April 24, 2025*

Environmental Risk Information Services
A division of Glacier Media Inc.
1.866.517.5204 | info@erisinfo.com | erisinfo.com

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Reliance on information in Report: This report DOES NOT replace a full Phase I Environmental Site Assessment but is solely intended to be used as database review of environmental records.

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Executive Summary

Property Information:

Project Property:		*2100 Yates Rd* *2100 Yates Rd Kissimmee FL*
Project No:		*0140.2500087.0000*
Coordinates:		
	Latitude:	*28.31105416*
	Longitude:	*-81.45544546*
	UTM Northing:	*3,131,744.38*
	UTM Easting:	*455,348.44*
	UTM Zone:	*17R*
Elevation:		*81 FT*

Order Information:

Order No:	*25042302472*
Date Requested:	*April 23, 2025*
Requested by:	*Universal Engineering Sciences*
Report Type:	*Database Report*

Historicals/Products:

Aerial Photographs	*Historical Aerials (with Project Boundaries)*
City Directory Search	*CD - 2 Street Search*
ERIS Xplorer	*ERIS Xplorer*
Excel Add-On	*Excel Add-On*
Fire Insurance Maps	*US Fire Insurance Maps*
Physical Setting Report (PSR)	*Physical Setting Report (PSR)*
Topographic Map	*Topographic Maps*

Executive Summary: Report Summary

Database	Searched	Search Radius	Project Property	Within 0.12mi	0.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
Standard Environmental Records								
Federal								
NPL	Y	1	0	0	0	0	0	0
PROPOSED NPL	Y	1	0	0	0	0	0	0
DELETED NPL	Y	0.5	0	0	0	0	-	0
SEMS	Y	0.5	0	0	0	0	-	0
ODI	Y	0.5	0	0	0	0	-	0
SEMS ARCHIVE	Y	0.5	0	0	0	0	-	0
IODI	Y	0.5	0	0	0	0	-	0
CERCLIS	Y	0.5	0	0	0	0	-	0
CERCLIS NFRAP	Y	0.5	0	0	0	0	-	0
CERCLIS LIENS	Y	PO	0	-	-	-	-	0
RCRA CORRACTS	Y	1	0	0	0	0	0	0
RCRA TSD	Y	0.5	0	0	0	0	-	0
RCRA LQG	Y	0.25	0	0	0	-	-	0
RCRA SQG	Y	0.25	0	0	0	-	-	0
RCRA VSQG	Y	0.25	0	0	0	-	-	0
RCRA NON GEN	Y	0.25	0	0	0	-	-	0
RCRA CONTROLS	Y	0.5	0	0	0	0	-	0
FED ENG	Y	0.5	0	0	0	0	-	0
FED INST	Y	0.5	0	0	0	0	-	0
LUCIS	Y	0.5	0	0	0	0	-	0
NPL IC	Y	0.5	0	0	0	0	-	0
ERNS 1982 TO 1986	Y	PO	0	-	-	-	-	0
ERNS 1987 TO 1989	Y	PO	0	-	-	-	-	0
ERNS	Y	PO	0	-	-	-	-	0
FED BROWNFIELDS	Y	0.5	0	0	0	0	-	0
FEMA UST	Y	0.25	0	0	0	-	-	0
FRP	Y	0.25	0	0	0	-	-	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	0.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
DELISTED FRP	Y	0.25	0	0	0	-	-	0
HIST GAS STATIONS	Y	0.25	0	0	0	-	-	0
REFN	Y	0.25	0	0	0	-	-	0
BULK TERMINAL	Y	0.25	0	0	0	-	-	0
SEMS LIEN	Y	PO	0	-	-	-	-	0
SUPERFUND ROD	Y	1	0	0	0	0	0	0
State								
SHWS	Y	1	0	0	0	0	0	0
DELISTED SHWS	Y	1	0	0	0	0	0	0
ERIC	Y	1	0	0	0	0	**1**	**1**
CLEANUP DEP	Y	1	0	0	0	0	0	0
WCRPS	Y	1	0	0	0	0	0	0
DELISTED WCP	Y	1	0	0	0	0	0	0
SWF/LF	Y	0.5	0	0	0	0	-	0
LST	Y	0.5	0	0	0	**1**	-	**1**
DELISTED LST	Y	0.5	0	0	0	0	-	0
UST	Y	0.25	0	0	0	-	-	0
AST	Y	0.25	0	0	0	-	-	0
TANK	Y	0.25	0	0	0	-	-	0
DEL UST AST TANK	Y	0.25	0	0	0	-	-	0
DEL STORAGE TANK	Y	0.25	0	0	0	-	-	0
FF TANKS	Y	0.25	0	0	0	-	-	0
STCS	Y	0.5	0	0	0	**6**	-	**6**
INST	Y	0.5	0	0	0	0	-	0
ENG	Y	0.5	0	0	0	0	-	0
VCP	Y	0.5	0	0	0	0	-	0
BROWNFIELDS	Y	0.5	0	0	0	0	-	0
BROWNFIELD AREA	Y	0.5	**1**	0	0	**1**	-	**2**
HAZ WASTE FAC	Y	0.5	0	0	0	0	-	0
Tribal								
INDIAN LUST	Y	0.5	0	0	0	0	-	0
INDIAN UST	Y	0.25	0	0	0	-	-	0
DELISTED INDIAN LST	Y	0.5	0	0	0	0	-	0
DELISTED INDIAN UST	Y	0.25	0	0	0	-	-	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	0.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
County	*No County databases were selected to be included in the search.*							
Additional Environmental Records								
Federal								
PFAS GHG	Y	0.5	0	0	0	0	-	0
OSC RESPONSE	Y	0.125	0	0	-	-	-	0
FINDS/FRS	Y	PO	0	-	-	-	-	0
TRIS	Y	PO	0	-	-	-	-	0
PFAS NPL	Y	0.5	0	0	0	0	-	0
PFAS FED SITES	Y	0.5	0	0	0	0	-	0
PFAS SSEHRI	Y	0.5	0	0	0	0	-	0
PFAS ERNS	Y	0.5	0	0	0	0	-	0
PFAS NPDES	Y	0.5	0	0	0	0	-	0
PFAS TRI	Y	0.5	0	0	0	0	-	0
PFAS WATER	Y	0.5	0	0	0	0	-	0
PFAS TSCA	Y	0.5	0	0	0	0	-	0
PFAS E-MANIFEST	Y	0.5	0	0	0	0	-	0
PFAS IND	Y	0.5	0	0	0	0	-	0
HMIRS	Y	0.125	0	0	-	-	-	0
NCDL	Y	0.125	0	0	-	-	-	0
TSCA	Y	0.125	0	0	-	-	-	0
HIST TSCA	Y	0.125	0	0	-	-	-	0
FTTS ADMIN	Y	PO	0	-	-	-	-	0
FTTS INSP	Y	PO	0	-	-	-	-	0
PRP	Y	PO	0	-	-	-	-	0
SCRD DRYCLEANER	Y	0.5	0	0	0	0	-	0
ICIS	Y	PO	0	-	-	-	-	0
FED DRYCLEANERS	Y	0.25	0	0	0	-	-	0
DELISTED FED DRY	Y	0.25	0	0	0	-	-	0
FUDS	Y	1	0	0	0	0	0	0
FUDS MRS	Y	1	0	0	0	0	0	0
FORMER NIKE	Y	1	0	0	0	0	0	0
PIPELINE INCIDENT	Y	PO	0	-	-	-	-	0
MLTS	Y	PO	0	-	-	-	-	0
HIST MLTS	Y	PO	0	-	-	-	-	0
MINES	Y	0.25	0	0	0	-	-	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	0.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
SMCRA	Y	1	0	0	0	0	0	0
MRDS	Y	1	0	0	0	0	0	0
LM SITES	Y	1	0	0	0	0	0	0
ALT FUELS	Y	0.25	0	0	0	-	-	0
CONSENT DECREES	Y	0.25	0	0	0	-	-	0
AFS	Y	PO	0	-	-	-	-	0
SSTS	Y	0.25	0	0	0	-	-	0
PCBT	Y	0.5	0	0	0	0	-	0
PCB	Y	0.5	0	0	0	0	-	0
POWER PLANTS	Y	0.125	0	0	-	-	-	0
State								
HIST RISK	Y	0.125	0	0	-	-	-	0
PRIORITYCLEAN	Y	0.5	0	0	0	0	-	0
DRYCLEANERS	Y	0.25	0	0	0	-	-	0
DELISTED DRYCLEANERS	Y	0.25	0	0	0	-	-	0
HISTORICAL DRYC	Y	0.25	0	0	0	-	-	0
SPILLS	Y	0.125	0	**1**	-	-	-	**1**
DWM CONTAM	Y	0.5	0	0	0	**2**	-	**2**
DEL CONTAM SITE	Y	0.5	0	0	0	**1**	-	**1**
PFAS AFFF	Y	0.5	0	0	0	0	-	0
PFAS	Y	0.5	0	0	0	0	-	0
GW CONTAM	Y	0.125	0	0	-	-	-	0
UIC	Y	PO	0	-	-	-	-	0
WELL SURVEILLANCE	Y	0.25	0	0	0	-	-	0
CDV SOUTHEAST	Y	0.5	0	0	0	0	-	0
TIER 2	Y	0.125	0	0	-	-	-	0
DELISTED COUNTY	Y	0.25	0	0	0	-	-	0
Tribal	***No Tribal additional environmental record sources available for this State.***							
County	***No County additional environmental databases were selected to be included in the search.***							
	Total:		**1**	**1**	0	**11**	**1**	**14**

**** PO – Property Only***
**** 'Property and adjoining properties' database search radii are set at 0.25 miles.***

Executive Summary: Site Report Summary - Project Property

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
1	BROWNFIELD AREA	West 192 Development Authority Area	KISSIMMEE FL	NNE	0.00 / 0.00	0	19

Executive Summary: Site Report Summary - Surrounding Properties

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
2	SPILLS		2101 Yates Road KISSIMMEE FL ***Incident No* | *Incident Date:*** 11011 | 07/03/2001	ESE	0.05 / 255.22	-5	19
3	BROWNFIELD AREA	Kissimmee Environmental Redevelopment Area (KERA)	KISSIMMEE FL	ESE	0.32 / 1,666.13	-11	19
4	STCS	LIBERTY MART	4565 W IRLO BRONSON MEMORIAL HWY KISSIMMEE FL 34746 ***Facility ID* | *Fac Stat (OD):*** 9063837 | CLOSED	W	0.40 / 2,091.22	-6	20
5	STCS	WAWA #5143	4397 W VINE ST KISSIMMEE FL 34746 ***Facility ID* | *Fac Stat (OD):*** 9814007 | OPEN	SSW	0.40 / 2,121.38	-2	22
6	LST	STARLING PONTIAC GMC BUICK	4425 W VINE ST KISSIMMEE FL 34746 ***Facility ID* | *Facility Status:*** 9803578 | CLOSED ***Cleanup Required:*** R - CLEANUP REQUIRED	SSW	0.40 / 2,133.16	-2	24
6	DEL CONTAM SITE	STARLING PONTIAC GMC BUICK	4425 W VINE ST KISSIMMEE FL 34746	SSW	0.40 / 2,133.16	-2	27
6	DWM CONTAM	STARLING PONTIAC GMC BUICK	4425 W VINE ST KISSIMMEE FL 34746 ***Facility ID:*** 9803578 ***Facility Status:*** ACTIVE	SSW	0.40 / 2,133.16	-2	27
6	STCS	STARLING PONTIAC GMC BUICK	4425 W VINE ST KISSIMMEE FL 34746 ***Facility ID* | *Fac Stat (OD):*** 9803578 | CLOSED	SSW	0.40 / 2,133.16	-2	28
6	DWM CONTAM	STARLING PONTIAC GMC BUICK	4425 W VINE ST KISSIMMEE FL 34746 ***Facility ID:*** 9803578	SSW	0.40 / 2,133.16	-2	30
7	STCS	BABB GRADY & RAYMOND	2475 BABB RD KISSIMMEE FL 34746 ***Facility ID* | *Fac Stat (OD):*** 8839872 | OPEN	NNW	0.45 / 2,394.53	0	30
8	STCS	TEXACO #25-146	5870 W VINE ST KISSIMMEE FL 34746 ***Facility ID* | *Fac Stat (OD):*** 8735170 | CLOSED	SW	0.48 / 2,540.26	-5	32
9	STCS	SHELL-IRLO #075	4554 W IRLO BRONSON MEMORIAL HWY KISSIMMEE FL 34746	WSW	0.50 / 2,620.08	-7	33

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
			Facility ID **|** ***Fac Stat (OD):*** 9808564	OPEN			
10	ERIC	CIRCLE K #2709751	4692 WEST IRLO BRONSON HIGHWAY KISSIMMEE FL 34746	WNW	0.93 / 4,936.34	-5	36

Executive Summary: Summary by Data Source

Standard

State

ERIC - ERIC Waste Cleanup

A search of the ERIC database, dated Feb 7, 2025 has found that there are 1 ERIC site(s) within approximately 1.00miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
CIRCLE K #2709751	4692 WEST IRLO BRONSON HIGHWAY KISSIMMEE FL 34746	WNW	0.93 / 4,936.34	10

LST - Leaking Tanks

A search of the LST database, dated Feb 6, 2025 has found that there are 1 LST site(s) within approximately 0.50miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
STARLING PONTIAC GMC BUICK	4425 W VINE ST KISSIMMEE FL 34746	SSW	0.40 / 2,133.16	6
	Facility ID **|** ***Facility Status***: *9803578* | *CLOSED* ***Cleanup Required***: *R - CLEANUP REQUIRED*			

STCS - Storage Tank/Contaminated Facility Search

A search of the STCS database, dated Jan 6, 2025 has found that there are 6 STCS site(s) within approximately 0.50miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
BABB GRADY & RAYMOND	2475 BABB RD KISSIMMEE FL 34746	NNW	0.45 / 2,394.53	7
	Facility ID **|** ***Fac Stat (OD)***: *8839872* | *OPEN*			

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
LIBERTY MART	4565 W IRLO BRONSON MEMORIAL HWY KISSIMMEE FL 34746	W	0.40 / 2,091.22	4
	Facility ID **|** ***Fac Stat (OD)***: *9063837* | *CLOSED*			
WAWA #5143	4397 W VINE ST KISSIMMEE FL 34746	SSW	0.40 / 2,121.38	5
	Facility ID **|** ***Fac Stat (OD)***: *9814007* | *OPEN*			
STARLING PONTIAC GMC BUICK	4425 W VINE ST KISSIMMEE FL 34746	SSW	0.40 / 2,133.16	6
	Facility ID **|** ***Fac Stat (OD)***: *9803578* | *CLOSED*			

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
TEXACO #25-146	5870 W VINE ST KISSIMMEE FL 34746	SW	0.48 / 2,540.26	8
	Facility ID **|** ***Fac Stat (OD)****: 8735170* | *CLOSED*			
SHELL-IRLO #075	4554 W IRLO BRONSON MEMORIAL HWY KISSIMMEE FL 34746	WSW	0.50 / 2,620.08	9
	Facility ID **|** ***Fac Stat (OD)****: 9808564* | *OPEN*			

BROWNFIELD AREA - Brownfield Areas

A search of the BROWNFIELD AREA database, dated Feb 20, 2025 has found that there are 2 BROWNFIELD AREA site(s) within approximately 0.50miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
West 192 Development Authority Area	KISSIMMEE FL	NNE	0.00 / 0.00	1

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
Kissimmee Environmental Redevelopment Area (KERA)	KISSIMMEE FL	ESE	0.32 / 1,666.13	3

Non Standard

State

SPILLS - Oil and Hazardous Materials Incidents

A search of the SPILLS database, dated Feb 26, 2025 has found that there are 1 SPILLS site(s) within approximately 0.12miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
	2101 Yates Road KISSIMMEE FL	ESE	0.05 / 255.22	2
	Incident No **|** ***Incident Date****: 11011* | *07/03/2001*			

DWM CONTAM - Contaminated Sites

A search of the DWM CONTAM database, dated Mar 3, 2025 has found that there are 2 DWM CONTAM site(s) within approximately 0.50miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
STARLING PONTIAC GMC BUICK	4425 W VINE ST KISSIMMEE FL 34746	SSW	0.40 / 2,133.16	6
	Facility ID*: 9803578*			
STARLING PONTIAC GMC BUICK	4425 W VINE ST KISSIMMEE FL 34746	SSW	0.40 / 2,133.16	6

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
	***Facility ID**: 9803578* ***Facility Status**: ACTIVE*			

DEL CONTAM SITE - Delisted Contaminated Sites

A search of the DEL CONTAM SITE database, dated Sep 30, 2015 has found that there are 1 DEL CONTAM SITE site(s) within approximately 0.50miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
STARLING PONTIAC GMC BUICK	4425 W VINE ST KISSIMMEE FL 34746	SSW	0.40 / 2,133.16	6



Map: 1.0 Mile Radius

Order Number: 25042302472

Address: 2100 Yates Rd, Kissimmee, FL

- Project Property
- Buffer Outline
- Sites with Higher Elevation
- Sites with Same Elevation
- Sites with Lower Elevation
- Sites with Unknown Elevation
- Areas with Higher Elevation
- Areas with Same Elevation
- Areas with Lower Elevation
- Areas with Unknown Elevation
- Freeways; Highways
- Traffic Circle; Ramp
- Major & Minor Arterial
- Traffic Circle; Ramp
- Local Road
- Rail
- State
- Country
- National Wetland
- Indian Reserve Land
- 100 Year Flood Zone
- 500 Year Flood Zone
- FWS Special Designation Areas
- National Priorities List (Active, Delisted, Proposed, Institutional Control)

Source: © 2021 ESRI StreetMap Premium

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Map: 0.5 Mile Radius

Order Number: 25042302472

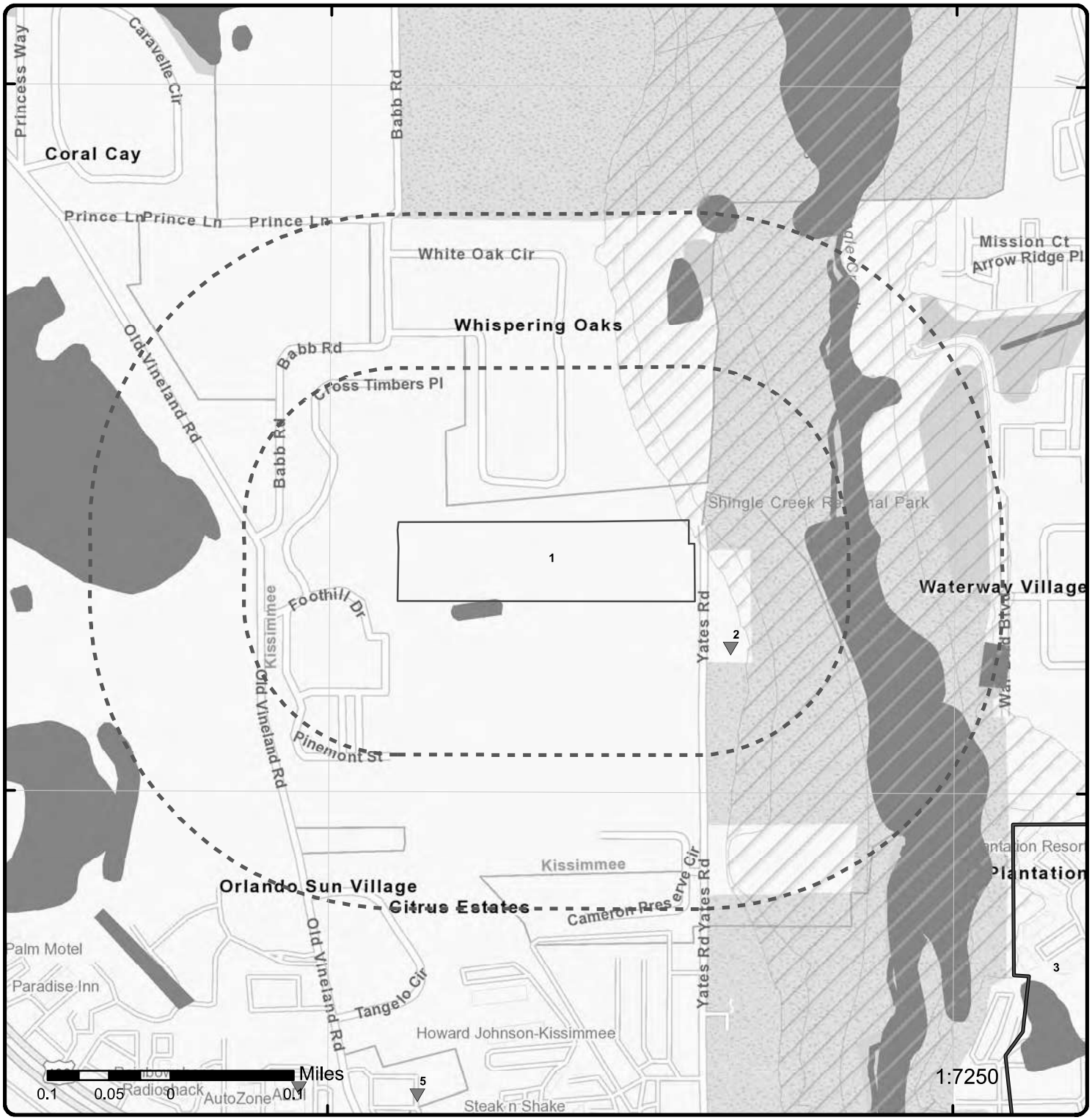
Address: 2100 Yates Rd, Kissimmee, FL

ERIS

- Project Property
- Buffer Outline
- Sites with Higher Elevation
- Sites with Same Elevation
- Sites with Lower Elevation
- Sites with Unknown Elevation
- Areas with Higher Elevation
- Areas with Same Elevation
- Areas with Lower Elevation
- Areas with Unknown Elevation
- Freeways; Highways
- Traffic Circle; Ramp
- Major & Minor Arterial
- Traffic Circle; Ramp
- Local Road
- Rail
- State
- Country
- National Wetland
- Indian Reserve Land
- 100 Year Flood Zone
- 500 Year Flood Zone
- FWS Special Designation Areas
- National Priorities List (Active, Delisted, Proposed, Institutional Control)

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Map: 0.25 Mile Radius

Order Number: 25042302472

Address: 2100 Yates Rd, Kissimmee, FL

- Project Property
- Buffer Outline
- Sites with Higher Elevation
- Sites with Same Elevation
- Sites with Lower Elevation
- Sites with Unknown Elevation
- Areas with Higher Elevation
- Areas with Same Elevation
- Areas with Lower Elevation
- Areas with Unknown Elevation
- Freeways; Highways
- Traffic Circle; Ramp
- Major & Minor Arterial
- Traffic Circle; Ramp
- Local Road
- Rail
- State
- Country
- National Wetland
- Indian Reserve Land
- 100 Year Flood Zone
- 500 Year Flood Zone
- FWS Special Designation Areas
- National Priorities List (Active, Delisted, Proposed, Institutional Control)

Source: © 2021 ESRI StreetMap Premium

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Aerial **Year: 2023**

Address: 2100 Yates Rd, Kissimmee, FL

Source: ESRI World Imagery

Order Number: 25042302472

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Topographic Map

Year: 2021

Order Number: 25042302472

Address: 2100 Yates Rd, FL

Quadrangle(s): Kissimmee FL

Source: USGS Topographic Map

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Detail Report

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
1	1 of 1	NNE	0.00 / 0.00	80.89 / 0	West 192 Development Authority Area KISSIMMEE FL	BROWNFIELD AREA

Area ID:	BF491301000	**User Name:**	MCCLAIN_B
Method:	SHP	**Latitude Degrees:**	28
County:	OSCEOLA	**Latitude Minutes:**	19
District:	Central	**Latitude Seconds:**	47.25
Longitude Degrees:	-81	**Resolution No:**	13-029R
Longitude Minutes:	31	**Resolution Date:**	01-JUL-13 12.00.00.000000 AM
Longitude Seconds:	56.33		
Date Stamp:	09-JUL-13 12.00.00.000000 AM		
Source:	County Commission of Osceola County		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/BF491301000/gis-facility!search		
Acreage:	14490.374031	**Latitude:**	28.3298
X Coordinate:	641461.94561446	**Longitude:**	-81.5323
Y Coordinate:	482837.4072549		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
2	1 of1	ESE	0.05 / 255.22	75.42 / -5	2101 Yates Road KISSIMMEE FL	SPILLS

Incident No:	11011
Incident Type:	Inland
Incident Date:	07/03/2001
County:	Osceola

Spill Details

Pollutant Name:	Transformer oil	**Closure Date:**	
Pollutant Actual Vol:	10	**Description:**	Spill
Pol Unit Measure:	gallon	**Criminal Indicator:**	
Incident Status:		**Hurricane Indicatr:**	
Incident Party Nm:		**On Scene Response:**	
Incident Party Type:		**Pollutant Category:**	

Spill Details

Pollutant Name:	Transformer oil	**Closure Date:**	
Pollutant Actual Vol:	10	**Description:**	
Pol Unit Measure:	gallon	**Criminal Indicator:**	
Incident Status:		**Hurricane Indicatr:**	
Incident Party Nm:		**On Scene Response:**	
Incident Party Type:		**Pollutant Category:**	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
3	1 of1	ESE	0.32 / 1,666.13	69.70 / -11	Kissimmee Environmental Redevelopment Area (KERA) KISSIMMEE FL	BROWNFIELD AREA

Area ID:	BF491101000	**User Name:**	MCCLAIN_B
Method:	SHP	**Latitude Degrees:**	28
County:	OSCEOLA	**Latitude Minutes:**	17

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

District:	Central	**Latitude Seconds:**	47.51
Longitude Degrees:	-81	**Resolution No:**	14-2020
Longitude Minutes:	25	**Resolution Date:**	18-AUG-20 12.00.00.000000 AM
Longitude Seconds:	11.19		
Date Stamp:	08-SEP-20 12.00.00.000000 AM		
Source:	The City Commission of the City of Kissimmee		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/BF491101000/gis-facility!search		
Acreage:	4514.31829976	**Latitude:**	28.2965
X Coordinate:	652549.13744154	**Longitude:**	-81.4198
Y Coordinate:	479369.64659478		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
4	1 of1	W	0.40 / 2,091.22	75.04 / -6	LIBERTY MART 4565 W IRLO BRONSON MEMORIAL HWY KISSIMMEE FL 34746	STCS

Facility ID:	9063837	**Clnup Cd (OD):**	
Type:	A - Retail Station	**Fac Clnup Stat (OD):**	
Status:	Closed	**Clnup Dt (OD):**	
Status (OD):	REVIEWED	**Status (Map):**	REVIEWED
Fac Stat (OD):	CLOSED	**Contam (Map):**	
Fac Code (OD):	A	**Fac Type (Map):**	Retail Station
Facility 1:	Retail Station	**Fac Stat (Map):**	CLOSED
Fac Name (OD):	LIBERTY MART		
Address (OD):	4565 W IRLO BRONSON MEMORIAL HWY		
City (OD):	KISSIMMEE		
County (OD):	OSCEOLA		
Zip5 (OD):	34746		
Name (Map):	LIBERTY MART		
Address (Map):	4565 W IRLO BRONSON MEMORIAL HWY		
City (Map):	KISSIMMEE		
County (Map):	49		
Zip4 (Map):	5316		
Zip5 (Map):	34746		
Address Line 1:	4565 W Irlo Bronson Memorial Hwy		
Address Line 2:			
City:	Kissimmee		
County:	OSCEOLA		
State:	FL		
Zip:	34746- 5316		
Report Source:	FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search		

FDEP Storage Tank Monitoring Open Data Details

Object ID:	35516	**Map Src:**	1994 doqs
X:	-81.46574622	**Map Scale:**	4065
Y:	28.31137275	**Elevation:**	
Regulated:	NO	**El Datum:**	
Col Meth:	DPHO	**El Resolut:**	
Col Name:	BRADSHAW_W49	**El Units:**	
Col Date:	28-Feb-2003	**ALB East:**	648016.1900000001
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**ALB North:**	480924.21
Ver Meth:	DPHO	**Loc ID:**	17786
Ver Name:	BRADSHAW_W49	**Lat DD:**	28
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	18
Ver Date:	28-Feb-2003	**Lat SS:**	
OOIC:	FACILITY	**Long DD:**	81
Rel Feat:	APPRX	**Long MM:**	27
Datum:	HARN	**Long SS:**	
Coord Acc:	4		
Col Aff:	CONTRACTOR		
Ver Aff:	CONTRACTOR		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9063837/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	17786	***Rel Feat:***	APPRX
Site Type:	Retail Station	***El Datum:***	
Contam Ind:		***El Resolut:***	
Phone:	4073901959	***El Units:***	
Operator:	AQUILES TAVERAS	***Map Src:***	1994 doqs
Next action:		***Map Scale:***	4065
Fin Respon:		***Coord Acc:***	4
Office:	CD	***Alb East:***	648016.1900000001
OOIC:	FACILITY	***Alb North:***	480924.21
Col Meth:	DPHO	***Datum:***	HARN
Col Name:	BRADSHAW_W49	***Elevation:***	
Col Date:	2/28/2003	***Lat DD:***	28
Col Prog:	TANKS-PETROLEUM CONTAMINATION	***Lat MM:***	18
Ver Meth:	DPHO	***Lat SS:***	
Ver Name:	BRADSHAW_W49	***Long DD:***	81
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	***Long MM:***	27
Ver Date:	2/28/2003	***Long SS:***	
Object ID:	17786		
Col Aff:	CONTRACTOR		
Ver Aff:	CONTRACTOR		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9063837/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Liberty Mart 4565 W Irlo Bronson Memorial Hwy Kissimmee, FL 34746- 5316
LL Method:	DPHO - Autonomous GPS
Account Owner:	Hsu, Long
Contact:	Aquiles Taveras
Phone:	407-390-1959
District:	CD
County 1:	49 - Osceola
Latitude:	28:18:40.9419
Longitude:	81:27:56.6864

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	2
Size:	10000
Content:	Unleaded Gas
Installed:	03/01/1987
Placement:	UNDER
Status:	Removed from Site
Construction:	
Piping:	
Monitoring:	

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	3
Size:	10000
Content:	Unleaded Gas
Installed:	03/01/1987
Placement:	UNDER
Status:	Removed from Site
Construction:	
Piping:	
Monitoring:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	1
Size:	10000
Content:	Unleaded Gas
Installed:	03/01/1987
Placement:	UNDER
Status:	Removed from Site
Construction:	
Piping:	
Monitoring:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
5	1 of1	SSW	0.40 / 2,121.38	78.89 / -2	WAWA #5143 4397 W VINE ST KISSIMMEE FL 34746	STCS

Facility ID:	9814007	***Clnup Cd (OD):***	
Type:	A - Retail Station	***Fac Clnup Stat (OD):***	
Status:	Open	***Clnup Dt (OD):***	
Status (OD):	REVIEWED	***Status (Map):***	REVIEWED
Fac Stat (OD):	OPEN	***Contam (Map):***	
Fac Code (OD):	A	***Fac Type (Map):***	Retail Station
Facility 1:	Retail Station	***Fac Stat (Map):***	OPEN
Fac Name (OD):	WAWA #5143		
Address (OD):	4397 W VINE ST		
City (OD):	KISSIMMEE		
County (OD):	OSCEOLA		
Zip5 (OD):	34746		
Name (Map):	WAWA #5143		
Address (Map):	4397 W VINE ST		
City (Map):	KISSIMMEE		
County (Map):	49		
Zip4 (Map):	6345		
Zip5 (Map):	34746		
Address Line 1:	4397 W Vine St		
Address Line 2:			
City:	Kissimmee		
County:	OSCEOLA		
State:	FL		
Zip:	34746- 6345		
Report Source:	FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search		

FDEP Storage Tank Monitoring Open Data Details

Object ID:	65750	***Map Src:***	imagerywithroads
X:	-81.45721797	***Map Scale:***	282
Y:	28.30432239	***Elevation:***	
Regulated:	YES	***El Datum:***	
Col Meth:	DPHO	***El Resolut:***	
Col Name:	WILLIAMS_CA	***El Units:***	
Col Date:	14-Sep-2023	***ALB East:***	648866.84
Col Prog:	TANKS-PETROLEUM CONTAMINATION	***ALB North:***	480158.57
Ver Meth:	DPHO	***Loc ID:***	67355
Ver Name:	WILLIAMS_CA	***Lat DD:***	28
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	***Lat MM:***	18
Ver Date:	14-Sep-2023	***Lat SS:***	
OOIC:	FACILITY	***Long DD:***	81
Rel Feat:	EXACT	***Long MM:***	27
Datum:	NAD83	***Long SS:***	
Coord Acc:	4		
Col Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9814007/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	67355	***Rel Feat:***	EXACT
Site Type:	Retail Station	***El Datum:***	
Contam Ind:		***El Resolut:***	
Phone:	6103613839	***El Units:***	
Operator:	PAUL BEU-FUEL EQUIP & COMPL	***Map Src:***	imagerywithroads
Next action:	PLACARD 06-JUN-2024	***Map Scale:***	282
Fin Respon:		***Coord Acc:***	4
Office:	CD	***Alb East:***	648866.84
OOIC:	FACILITY	***Alb North:***	480158.57
Col Meth:	DPHO	***Datum:***	NAD83
Col Name:	WILLIAMS_CA	***Elevation:***	
Col Date:	9/14/2023	***Lat DD:***	28
Col Prog:	TANKS-PETROLEUM CONTAMINATION	***Lat MM:***	18
Ver Meth:	DPHO	***Lat SS:***	
Ver Name:	WILLIAMS_CA	***Long DD:***	81
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	***Long MM:***	27
Ver Date:	9/14/2023	***Long SS:***	
Object ID:	67355		
Col Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9814007/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Wawa #5143 4397 W Vine St Kissimmee, FL 34746- 6345
LL Method:	DPHO
Account Owner:	Wawa Florida Llc
Contact:	Paul Beu-Fuel Equip & Compl
Phone:	610-361-3839
District:	CD
County 1:	49 - Osceola
Latitude:	28:18:15.5606
Longitude:	81:27:25.9847

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	T3/T5
Size:	20000
Content:	Unleaded Gas
Installed:	10/29/2013
Placement:	UNDER
Status:	In Service
Construction:	E - Fiberglass I - Double Wall L - Compartmented M - Spill Containment Bucket N - Flow Shut-Off P - Level Gauges/Alarms
Piping:	F - Double Wall J - Pressurized Piping System K - Dispenser Liners N - Approved Synthetic Material
Monitoring:	3 - Electronic Monitor Pipe Sumps 5 - Electronic Monitor Dispenser Liners F - Monitor Dbl Wall Tank Space H - Mechanical Line Leak Detector K - Monitor Dbl Wall Pipe Space L - Automatic Tank Gauging - Usts

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Tank No:	T1/T4
Size:	20000
Content:	Unleaded Gas
Installed:	10/29/2013
Placement:	UNDER
Status:	In Service
Construction:	E - Fiberglass I - Double Wall L - Compartmented M - Spill Containment Bucket N - Flow Shut-Off P - Level Gauges/Alarms
Piping:	F - Double Wall J - Pressurized Piping System K - Dispenser Liners N - Approved Synthetic Material
Monitoring:	3 - Electronic Monitor Pipe Sumps 5 - Electronic Monitor Dispenser Liners F - Monitor Dbl Wall Tank Space H - Mechanical Line Leak Detector K - Monitor Dbl Wall Pipe Space L - Automatic Tank Gauging - Usts

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	T2
Size:	20000
Content:	Unleaded Gas
Installed:	10/29/2013
Placement:	UNDER
Status:	In Service
Construction:	E - Fiberglass I - Double Wall M - Spill Containment Bucket N - Flow Shut-Off P - Level Gauges/Alarms
Piping:	F - Double Wall J - Pressurized Piping System K - Dispenser Liners N - Approved Synthetic Material
Monitoring:	3 - Electronic Monitor Pipe Sumps 5 - Electronic Monitor Dispenser Liners F - Monitor Dbl Wall Tank Space H - Mechanical Line Leak Detector K - Monitor Dbl Wall Pipe Space L - Automatic Tank Gauging - Usts

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
6	1 of5	SSW	0.40 / 2,133.16	78.63 / -2	STARLING PONTIAC GMC BUICK 4425 W VINE ST KISSIMMEE FL 34746	LST

Facility ID:	9803578	**Facility Status:**	CLOSED
Facility Name:	STARLING PONTIAC GMC BUICK	**Facility ID (Map):**	9803578
Facility Address:	4425 W VINE ST	**Fac Name (Map):**	STARLING PONTIAC GMC BUICK
Facility Address2:		**Fac Address (Map):**	4425 W VINE ST
Facility City:	KISSIMMEE	**City (Map):**	KISSIMMEE
County:	OSCEOLA	**County (Map):**	OSCEOLA
Facility State:	FL	**Fac Zip (Map):**	34746
Facility Zip:	34746	**Latitude (Map):**	28.3047558055589
Facility Type:	C - Fuel user/Non-retail	**Longitude (Map):**	-81.4587849444458

Oculus Docs Inventory:	https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=9803578&CAT=11
Information Portal Fac URL:	http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=9803578
Information Portal Doc URL:	http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9803578/facility!search
Data Source:	STCM Database Reports -Historical Contaminated Facilities List; FDEP-Geospatial Open Data - Petroleum Contamination Monitoring (PCTS) Discharges (Map); STCM Database Queries - Petroleum Cleanup Funding CAP To Date Report; Commonly Requested Reports - All Ineligible Discharges.; STCM Public Reports-Tank Facility - Discharge Information

Discharge Cleanup Summary

Discharge Date:	2/13/2001	***Information Source:***	C - CLOSURE REPORT
Cleanup Required:	R - CLEANUP REQUIRED	***Eligib Indicator:***	I - INELIGIBLE
Dschrg Clnup Status:	SRCR - SRCR COMPLETE	***Site Manager:***	CASSELS_CR
Dschrg Clnup Stat Dt:	8/21/2013	***Site Manager End Dt:***	8/21/2013
Cleanup Work Stat:	COMPLETED		
Tank Office:	PCLP53 - FL DOH IN POLK COUNTY		

Contaminated Media

Contaminated Drinking Wells:	
Contaminated Mntring Wells:	
Contaminated Soil:	
Contaminated Surface Water:	
Contaminated Ground Water:	
Pollutant:	P - Generic Gasoline
Other Description:	
Gallons Discharged:	

Contaminated Media

Contaminated Drinking Wells:	
Contaminated Mntring Wells:	
Contaminated Soil:	
Contaminated Surface Water:	
Contaminated Ground Water:	
Pollutant:	L - Waste Oil
Other Description:	
Gallons Discharged:	

Task Info

SA Task ID:	69726	***SR Soil Treatment:***	
SA Cleanup Resp:	-	***SR Other Treatment:***	
SA Actual Cost:		***SR Alt Proc Rec:***	
SA Complete Date:		***RAP Task ID:***	71767
SA Payment Date:		***RAP Clean Resp ID:***	-
SR Task ID:		***RAP Actual Cost:***	
SR Cleanup Resp:	-	***RAP Complete Date:***	
SR Actual Cost:		***RAP Payment Date:***	
SR Complete Date:		***RAP Last Ord Appr:***	
SR Payment Date:		***RA Task ID:***	73927
SR Oral Date:		***RA Cleanup Resp:***	-
SR Written Date:		***RA Yrs to Complete:***	0
SR Soil Removal:		***RA Actual Cost:***	
SR Free Prod Rmvl:		***Tank Office:***	PCLP53 - Polk County
SR Soil Ton Remove:			

SR Fund Elig Type:	-
SA Fund Elig Type:	-
RAP Fund Elig Type:	-
RA Fund Elig Type:	-
SR Alternate Procedure Status:	
SR Alt Procedure Status Dt:	
SR Alt Procedure Comment:	
SRC Action Type:	SRCR - SITE REHABILITATION COMPLETION REPORT
SRC Submit Date:	12/26/2012
SRC Review Date:	02-26-2013
SRC Complete Status:	A - APPROVED
SRC Comp Status Dt:	02-26-2013
SRC Issue Date:	08-21-2013
SRC Comments:	

Petroleum Cleanup PCT Facility Score

Related Party ID:	51320
RP Contact:	GARY HAWKINS
Facility Cleanup Status:	CMPL - COMPLETED
Bad Address Indicator:	N
Rank:	6627

Discharge Info (Map)

Discharge:	53905	***Facility Status:***	CLOSED
Discharge 1:	13-Feb-2001	***Staff Assi:***	
Discharge 2:	10	***Eligibility:***	INELIGIBLE
Discharge 3:	SRCR	***Eligibility 1:***	
Disch Clea:	21-Aug-2013	***Rel Feat:***	EXACT
General Cl:	CLOSURE	***Collection:***	DPHO
Lat Dd:	28	***Collector :***	OSCEOLA1
Lat Mm:	18	***Collecti 1:***	04-Feb-2003
Lat Ss:		***Report Pha:***	COMPLETED
Long Dd:	81	***Report Sub:***	COMPLETED
Long Mm:	27	***Report S 1:***	21-Aug-2013
Long Ss:			
Tank Offic:	FL DOH IN POLK COUNTY		
Document Link:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9803578/facility!search		

AST UST Discharges

Dep Co:	P	***Long MM:***	27
CU Req:	R	***Long SS:***	53
Score:	10	***Stat Desc:***	SRCR COMPLETE
Descrip:	CLEANUP REQUIRED	***Fac Name:***	STARLING PONTIAC GMC BUICK
Discharge Date:	13-Feb-01	***Fac Type:***	C
Score Date:	04-Mar-13	***Type Desc:***	Fuel user/Non-retail
Stat Date:	21-Aug-13	***Fac Addr:***	4425 W VINE ST
LL Meth:	AGPS	***Fac City:***	KISSIMMEE
Lat DD:	28	***Fac Zip:***	34746
Lat MM:	18	***County:***	49
Lat SS:	29	***Fac State:***	CLOSED
Long DD:	81	***Fac Phone:***	4078478122
Prg Desc:			

Ineligible Discharges

Discharge Date:	2/13/2001
Score:	10
Current Status:	CLOSED
Facility:	STARLING PONTIAC GMC BUICK
Address:	4425 W VINE ST
City:	KISSIMMEE
Zip:	34746
County:	OSCEOLA
Owner:	STARLING PONTIAC
Owner Address:	4425 W VINE ST
Ownercity:	KISSIMMEE
Owner State:	FL
Owner Zip:	34746
Owner Phone:	(407)847-8122
Owner Email:	

Historical Contaminated Facilities List

Facility ID:	9803578	***Score:***	10
Facility Status:	CLOSED	***Score Effective Dt:***	3/4/2013
Facility Type:	C - Fuel user/Non-retail	***Score When Ranked:***	26

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Facility Name:	STARLING PONTIAC GMC BUICK	**Rank:**	6627
Address1:	4425 W VINE ST	**Operator:**	GARY HAWKINS
Address2:		**Phone:**	(407)847-8122
City:	KISSIMMEE	**Section:**	
County Name:	OSCEOLA	**Township:**	
County:	49	**Range :**	
District:	CD	**Pri Related Party ID:**	51320
State :	FL	**Primary Rp Role:**	ACCOUNT OWNER
Zip5:	34746	**Rp Begin Date:**	2/16/2001
Zip4:		**Rp Name:**	STARLING PONTIAC
Name Changed:		**Rp Address1:**	4425 W VINE ST
Addr Changed:		**Rp Address2:**	
Lat Dd:	28	**Rp City:**	KISSIMMEE
Lat Mm:	18	**Rp State:**	FL
Lat Ss:	17.1209	**Rp Zip5:**	34746
Long Dd:	81	**Rp Zip4:**	
Long Mm:	27	**Contact:**	GARY HAWKINS
Long Ss:	31.6258	**Rp Phone:**	(407)847-8122
Feature:		**Rp Phone Extension:**	
Method:	AGPS	**Rp Bad Addr Ind:**	No
Datum:			

6	2 of5	SSW	0.40 / 2,133.16	78.63 / -2	**STARLING PONTIAC GMC BUICK** **4425 W VINE ST** **KISSIMMEE FL 34746**	**DEL** **CONTAM SITE**

Prgm Site ID:	9803578	**Record Date:**	
Remedi Status:	ACTIVE	**County:**	OSCEOLA
Priority Score:	31	**Method:**	DPHO
Program Area:	Petroleum	**Datum:**	HARN
Program Eligible:		**Lat DD:**	28
Ineligible:	Y	**Lat MM:**	18
Offsite Contam:	N	**Lat SS:**	17.1209
Dt Known Offsite:		**Long DD:**	81
Proj Manager:	STULGINSKI_JR	**Long MM:**	27
Office District:	PCLP53	**Long SS:**	31.6258
Original Source:	CS		
Record Date:	31-MAR-2015		

6	3 of5	SSW	0.40 / 2,133.16	78.63 / -2	**STARLING PONTIAC GMC BUICK** **4425 W VINE ST** **KISSIMMEE FL 34746**	**DWM CONTAM**

Facility ID:	9803578	**Contact:**	
Site ID:		**Phone:**	
Program Area:	Petroleum	**Method:**	
Facility Type:		**Datum:**	
Fac Type:		**Related Party ID:**	
County ID:		**Primary RP Role:**	
Ftc1 Fac Type ID:		**RP Begin Date:**	
Stcm Facility Type:		**RP Address1:**	
District:		**RP Address2:**	
Site Status:		**RP City:**	
Section:		**RP State:**	
Township:		**RP Zip5:**	
County:	OSCEOLA	**RP Zip4:**	
Range:		**RP Phone:**	
Rank:		**RP Extension:**	
Operator:		**RP Bad Addr Ind:**	
Name Changed:		**RP Name:**	
Addr Changed:			
Facility Name:			
Description:			

Program Details

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Facility Status:	ACTIVE	**Staff Assigned:**	
Offsite Contam:	N	**Priority:**	
Priority Score:	31	**Score Effective Dt:**	
Project Coordinato:	STULGINSKI_JR	**Score When Ranked:**	
Program Eligible:		**District:**	PCLP53
Ineligible:	Y	**Datum:**	HARN
Program Area:		**Method:**	DPHO
Site Manager:		**Lat DD:**	28
Discharge Date:		**Lat MM:**	18
Discharge Eligibil:		**Lat SS:**	17.1209
Eligibility Progrm:		**Long DD:**	81
Cleanup Status:		**Long MM:**	27
Closure Type:		**Long SS:**	31.6258
Closure Date:			

6 | **4 of5** | **SSW** | **0.40 / 2,133.16** | **78.63 / -2** | **STARLING PONTIAC GMC BUICK**
4425 W VINE ST
KISSIMMEE FL 34746 | **STCS**

Facility ID:	9803578	**Clnup Cd (OD):**	CMPL
Type:	C - Fuel User/Non-Retail	**Fac Clnup Stat (OD):**	COMPLETED
Status:	Closed	**Clnup Dt (OD):**	28-Aug-2013
Status (OD):	REVIEWED	**Status (Map):**	REVIEWED
Fac Stat (OD):	CLOSED	**Contam (Map):**	
Fac Code (OD):	C	**Fac Type (Map):**	Fuel user/Non-retail
Facility 1:	Fuel user/Non-retail	**Fac Stat (Map):**	CLOSED
Fac Name (OD):	STARLING PONTIAC GMC BUICK		
Address (OD):	4425 W VINE ST		
City (OD):	KISSIMMEE		
County (OD):	OSCEOLA		
Zip5 (OD):	34746		
Name (Map):	STARLING PONTIAC GMC BUICK		
Address (Map):	4425 W VINE ST		
City (Map):	KISSIMMEE		
County (Map):	49		
Zip4 (Map):			
Zip5 (Map):	34746		
Address Line 1:	4425 W Vine St		
Address Line 2:			
City:	Kissimmee		
County:	OSCEOLA		
State:	FL		
Zip:	34746		
Report Source:	FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search		

FDEP Storage Tank Monitoring Open Data Details

Object ID:	55399	**Map Src:**	1994 doqs
X:	-81.45878494	**Map Scale:**	5000
Y:	28.30475581	**Elevation:**	
Regulated:	NO	**El Datum:**	
Col Meth:	DPHO	**El Resolut:**	
Col Name:	OSCEOLA1	**El Units:**	
Col Date:	04-Feb-2003	**ALB East:**	648712.51
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**ALB North:**	480203.53
Ver Meth:	DPHO	**Loc ID:**	56776
Ver Name:	WOEBER_A	**Lat DD:**	28
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	18
Ver Date:	09-May-2005	**Lat SS:**	
OOIC:	FACILITY	**Long DD:**	81
Rel Feat:	EXACT	**Long MM:**	27
Datum:	HARN	**Long SS:**	
Coord Acc:	4		
Col Aff:	COUNTY HEALTH DEPARTMENT		

Ver Aff: DEPARTMENT OF ENVIRONMENTAL PR
Direct:
Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9803578/gis-facility!search

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	56776	***Rel Feat:***	EXACT
Site Type:	Fuel user/Non-retail	***El Datum:***	
Contam Ind:		***El Resolut:***	
Phone:	4078478122	***El Units:***	
Operator:	GARY HAWKINS	***Map Src:***	1994 doqs
Next action:	INVOICE 08-MAY-2003	***Map Scale:***	5000
Fin Respon:		***Coord Acc:***	4
Office:	CD	***Alb East:***	648712.51
OOIC:	FACILITY	***Alb North:***	480203.53
Col Meth:	DPHO	***Datum:***	HARN
Col Name:	OSCEOLA1	***Elevation:***	
Col Date:	2/4/2003	***Lat DD:***	28
Col Prog:	TANKS-PETROLEUM CONTAMINATION	***Lat MM:***	18
Ver Meth:	DPHO	***Lat SS:***	
Ver Name:	WOEBER_A	***Long DD:***	81
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	***Long MM:***	27
Ver Date:	5/9/2005	***Long SS:***	
Object ID:	56776		

Col Aff: COUNTY HEALTH DEPARTMENT
Ver Aff: DEPARTMENT OF ENVIRONMENTAL PR
Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9803578/gis-facility!search

Storage Tank Contaminated Facility Name & Address Search Details

Name: Starling Pontiac Gmc Buick
4425 W Vine St
Kissimmee, FL 34746
LL Method: DPHO - Autonomous GPS
Account Owner: Starling Pontiac
Contact: Gary Hawkins
Phone: 407-847-8122
District: CD
County 1: 49 - Osceola
Latitude: 28:18:17.1209
Longitude: 81:27:31.6258

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 1
Size: 3000
Content: Unleaded Gas
Installed: 01/01/1980
Placement: UNDER
Status: Closed In Place
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 2
Size: 1000
Content: Waste Oil
Installed: 01/01/1980
Placement: UNDER
Status: Removed from Site
Construction:
Piping:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Monitoring:						

6 | 5 of5 | SSW | 0.40 / 2,133.16 | 78.63 / -2 | STARLING PONTIAC GMC BUICK
4425 W VINE ST
KISSIMMEE FL 34746 | DWM CONTAM

Facility ID:	9803578	Contact:	
Site ID:	9803578	Phone:	
Program Area:		Method:	
Facility Type:		Datum:	
Fac Type:		Related Party ID:	
County ID:	49	Primary RP Role:	
Ftc1 Fac Type ID:	C	RP Begin Date:	
Stcm Facility Type:	C	RP Address1:	
District:	CD	RP Address2:	
Site Status:		RP City:	
Section:		RP State:	
Township:		RP Zip5:	
County:	Osceola	RP Zip4:	
Range:		RP Phone:	
Rank:		RP Extension:	
Operator:		RP Bad Addr Ind:	
Name Changed:		RP Name:	
Addr Changed:			
Facility Name:	STARLING PONTIAC GMC BUICK		
Description:	Fuel user/Non-retail		

Program Details

Facility Status:		Staff Assigned:	
Offsite Contam:		Priority:	
Priority Score:	10	Score Effective Dt:	
Project Coordinato:		Score When Ranked:	
Program Eligible:		District:	
Ineligible:		Datum:	
Program Area:	PETROLEUM	Method:	AGPS
Site Manager:		Lat DD:	28
Discharge Date:	02/13/2001	Lat MM:	18
Discharge Eligibil:	I	Lat SS:	29
Eligibility Progrm:		Long DD:	81
Cleanup Status:	CLOSED-STCM	Long MM:	27
Closure Type:	SRCR	Long SS:	53
Closure Date:	08/21/2013		

7 | 1 of1 | NNW | 0.45 / 2,394.53 | 80.42 / 0 | BABB GRADY & RAYMOND
2475 BABB RD
KISSIMMEE FL 34746 | STCS

Facility ID:	8839872	Clnup Cd (OD):	
Type:	C - Fuel User/Non-Retail	Fac Clnup Stat (OD):	
Status:	Open	Clnup Dt (OD):	
Status (OD):	REVIEWED	Status (Map):	REVIEWED
Fac Stat (OD):	OPEN	Contam (Map):	
Fac Code (OD):	C	Fac Type (Map):	Fuel user/Non-retail
Facility 1:	Fuel user/Non-retail	Fac Stat (Map):	OPEN
Fac Name (OD):	BABB GRADY & RAYMOND		
Address (OD):	2475 BABB RD		
City (OD):	KISSIMMEE		
County (OD):	OSCEOLA		
Zip5 (OD):	34746		
Name (Map):	BABB GRADY & RAYMOND		
Address (Map):	2475 BABB RD		
City (Map):	KISSIMMEE		
County (Map):	49		
Zip4 (Map):	5803		
Zip5 (Map):	34746		

Address Line 1:	2475 Babb Rd
Address Line 2:	
City:	Kissimmee
County:	OSCEOLA
State:	FL
Zip:	34746- 5803
Report Source:	FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search

FDEP Storage Tank Monitoring Open Data Details

Object ID:	27676	**Map Src:**	2004 doqqs
X:	-81.45974997	**Map Scale:**	5000
Y:	28.31615253	**Elevation:**	
Regulated:	NO	**El Datum:**	
Col Meth:	DPHO	**El Resolut:**	
Col Name:	WOEBER_A	**El Units:**	
Col Date:	24-Oct-2006	**ALB East:**	648592.09
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**ALB North:**	481466.63
Ver Meth:	DPHO	**Loc ID:**	17899
Ver Name:	WOEBER_A	**Lat DD:**	28
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	18
Ver Date:	24-Oct-2006	**Lat SS:**	
OOIC:	FACILITY	**Long DD:**	81
Rel Feat:	CENTR	**Long MM:**	27
Datum:	HARN	**Long SS:**	
Coord Acc:	4		
Col Aff:	DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8839872/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	17899	**Rel Feat:**	CENTR
Site Type:	Fuel user/Non-retail	**El Datum:**	
Contam Ind:		**El Resolut:**	
Phone:	4073966790	**El Units:**	
Operator:	GRADY & RAYMOND BABB	**Map Src:**	2004 doqqs
Next action:		**Map Scale:**	5000
Fin Respon:		**Coord Acc:**	4
Office:	CD	**Alb East:**	648592.09
OOIC:	FACILITY	**Alb North:**	481466.63
Col Meth:	DPHO	**Datum:**	HARN
Col Name:	WOEBER_A	**Elevation:**	
Col Date:	10/24/2006	**Lat DD:**	28
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	18
Ver Meth:	DPHO	**Lat SS:**	
Ver Name:	WOEBER_A	**Long DD:**	81
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Long MM:**	27
Ver Date:	10/24/2006	**Long SS:**	
Object ID:	17899		
Col Aff:	DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8839872/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Babb Grady & Raymond 2475 Babb Rd Kissimmee, FL 34746- 5803
LL Method:	DPHO - Unverified
Account Owner:	Babb, Grady & Raymond
Contact:	Grady & Raymond Babb
Phone:	407-396-6790

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

District: CD
County 1: 49 - Osceola
Latitude: 28:18:58.1491
Longitude: 81:27:35.0999

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 1
Size: 200
Content: Vehicular Diesel
Installed:
Placement: ABOVE
Status: In Service
Construction: D - Unknown
Piping: Y - Unknown
Monitoring: Y - Unknown

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8 | 1 of1 | SW | 0.48 / 2,540.26 | 76.17 / -5 | TEXACO #25-146
5870 W VINE ST
KISSIMMEE FL 34746 | STCS

Facility ID: 8735170
Type: A - Retail Station
Status: Closed
Status (OD): REVIEWED
Fac Stat (OD): CLOSED
Fac Code (OD): A
Facility 1: Retail Station
Fac Name (OD): TEXACO #25-146
Address (OD): 5870 W VINE ST
City (OD): KISSIMMEE
County (OD): OSCEOLA
Zip5 (OD): 34746
Name (Map): TEXACO #25-146
Address (Map): 5870 W VINE ST
City (Map): KISSIMMEE
County (Map): 49
Zip4 (Map): 4718
Zip5 (Map): 34746
Address Line 1: 5870 W Vine St
Address Line 2:
City: Kissimmee
County: OSCEOLA
State: FL
Zip: 34746- 4718
Report Source: FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search

Clnup Cd (OD):
Fac Clnup Stat (OD):
Clnup Dt (OD):
Status (Map): REVIEWED
Contam (Map):
Fac Type (Map): Retail Station
Fac Stat (Map): CLOSED

FDEP Storage Tank Monitoring Open Data Details

Object ID: 25264
X: -81.51945686
Y: 28.33218314
Regulated: NO
Col Meth: DPHO
Col Name: WOEBER_A
Col Date: 24-Oct-2006
Col Prog: TANKS-PETROLEUM CONTAMINATION
Ver Meth: DPHO
Ver Name: WOEBER_A
Ver Prog: TANKS-PETROLEUM CONTAMINATION
Ver Date: 24-Oct-2006
OOIC: FACILITY
Rel Feat: CENTR
Datum: HARN

Map Src: 2004 doqqs
Map Scale: 5000
Elevation:
El Datum:
El Resolut:
El Units:
ALB East: 642714.13
ALB North: 483128.44
Loc ID: 17947
Lat DD: 28
Lat MM: 19
Lat SS:
Long DD: 81
Long MM: 31
Long SS:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Coord Acc:	4		
Col Aff:	DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8735170/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	17947	**Rel Feat:**	CENTR
Site Type:	Retail Station	**El Datum:**	
Contam Ind:		**El Resolut:**	
Phone:	3058946411	**El Units:**	
Operator:	STAR ENTERPRISE	**Map Src:**	2004 doqqs
Next action:		**Map Scale:**	5000
Fin Respon:		**Coord Acc:**	4
Office:	CD	**Alb East:**	642714.13
OOIC:	FACILITY	**Alb North:**	483128.44
Col Meth:	DPHO	**Datum:**	HARN
Col Name:	WOEBER_A	**Elevation:**	
Col Date:	10/24/2006	**Lat DD:**	28
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	19
Ver Meth:	DPHO	**Lat SS:**	
Ver Name:	WOEBER_A	**Long DD:**	81
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Long MM:**	31
Ver Date:	10/24/2006	**Long SS:**	
Object ID:	17947		
Col Aff:	DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8735170/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Texaco #25-146 5870 W Vine St Kissimmee, FL 34746- 4718
LL Method:	DPHO - Unverified
Account Owner:	Motiva Enterprises Llc
Contact:	Star Enterprise
Phone:	305-894-6411
District:	CD
County 1:	49 - Osceola
Latitude:	28:19:55.8593
Longitude:	81:31:10.0447

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	1
Size:	550
Content:	Waste Oil
Installed:	
Placement:	UNDER
Status:	Removed from Site
Construction:	
Piping:	
Monitoring:	

9	***1 of1***	***WSW***	***0.50 / 2,620.08***	***74.20 / -7***	***SHELL-IRLO #075 4554 W IRLO BRONSON MEMORIAL HWY KISSIMMEE FL 34746***	***STCS***

Facility ID:	9808564	**Clnup Cd (OD):**	
Type:	A - Retail Station	**Fac Clnup Stat (OD):**	
Status:	Open	**Clnup Dt (OD):**	
Status (OD):	REVIEWED	**Status (Map):**	REVIEWED

Fac Stat (OD):	OPEN	**Contam (Map):**	
Fac Code (OD):	A	**Fac Type (Map):**	Retail Station
Facility 1:	Retail Station	**Fac Stat (Map):**	OPEN
Fac Name (OD):	SHELL-IRLO #075		
Address (OD):	4554 W IRLO BRONSON MEMORIAL HWY		
City (OD):	KISSIMMEE		
County (OD):	OSCEOLA		
Zip5 (OD):	34746		
Name (Map):	SHELL-IRLO #075		
Address (Map):	4554 W IRLO BRONSON MEMORIAL HWY		
City (Map):	KISSIMMEE		
County (Map):	49		
Zip4 (Map):	5304		
Zip5 (Map):	34746		
Address Line 1:	4554 W Irlo Bronson Memorial Hwy		
Address Line 2:			
City:	Kissimmee		
County:	OSCEOLA		
State:	FL		
Zip:	34746- 5304		
Report Source:	FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search		

FDEP Storage Tank Monitoring Open Data Details

Object ID:	61096	**Map Src:**	imagerywithroads
X:	-81.46479369	**Map Scale:**	282
Y:	28.30758972	**Elevation:**	
Regulated:	YES	**El Datum:**	
Col Meth:	DPHO	**El Resolut:**	
Col Name:	WILLIAMS_CA	**El Units:**	
Col Date:	18-Sep-2023	**ALB East:**	648118.03
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**ALB North:**	480506.09
Ver Meth:	DPHO	**Loc ID:**	62006
Ver Name:	WILLIAMS_CA	**Lat DD:**	28
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	18
Ver Date:	18-Sep-2023	**Lat SS:**	
OOIC:	FACILITY	**Long DD:**	81
Rel Feat:	EXACT	**Long MM:**	27
Datum:	NAD83	**Long SS:**	
Coord Acc:	4		
Col Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9808564/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	62006	**Rel Feat:**	EXACT
Site Type:	Retail Station	**El Datum:**	
Contam Ind:		**El Resolut:**	
Phone:	8136814279	**El Units:**	
Operator:	RICK HERWEH	**Map Src:**	imagerywithroads
Next action:	PLACARD 30-OCT-2024	**Map Scale:**	282
Fin Respon:		**Coord Acc:**	4
Office:	CD	**Alb East:**	648118.03
OOIC:	FACILITY	**Alb North:**	480506.09
Col Meth:	DPHO	**Datum:**	NAD83
Col Name:	WILLIAMS_CA	**Elevation:**	
Col Date:	9/18/2023	**Lat DD:**	28
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	18
Ver Meth:	DPHO	**Lat SS:**	
Ver Name:	WILLIAMS_CA	**Long DD:**	81
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Long MM:**	27
Ver Date:	9/18/2023	**Long SS:**	
Object ID:	62006		

Col Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Ver Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9808564/gis-facility!search

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Shell-Irlo #075 4554 W Irlo Bronson Memorial Hwy Kissimmee, FL 34746- 5304
LL Method:	DPHO
Account Owner:	Automated Petroleum & Energy Co Inc (Apec)
Contact:	Rick Herweh
Phone:	813-681-4279
District:	CD
County 1:	49 - Osceola
Latitude:	28:18:27.3230
Longitude:	81:27:53.2573

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	2
Size:	12000
Content:	Unleaded Gas
Installed:	04/01/2006
Placement:	UNDER
Status:	In Service
Construction:	F - Fiberglass Clad Steel M - Spill Containment Bucket N - Flow Shut-Off O - Tight Fill R - Double Wall - Tank Jacket
Piping:	C - Fiberglass F - Double Wall J - Pressurized Piping System K - Dispenser Liners
Monitoring:	2 - Visual Inspect Pipe Sumps 4 - Visual Inspect Dispenser Liners F - Monitor Dbl Wall Tank Space G - Electronic Line Leak Detector

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	1
Size:	20000
Content:	Unleaded Gas
Installed:	04/01/2006
Placement:	UNDER
Status:	In Service
Construction:	F - Fiberglass Clad Steel M - Spill Containment Bucket N - Flow Shut-Off O - Tight Fill R - Double Wall - Tank Jacket
Piping:	C - Fiberglass F - Double Wall J - Pressurized Piping System K - Dispenser Liners
Monitoring:	2 - Visual Inspect Pipe Sumps 4 - Visual Inspect Dispenser Liners F - Monitor Dbl Wall Tank Space G - Electronic Line Leak Detector

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	3

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Size:	12000
Content:	Vehicular Diesel
Installed:	04/01/2006
Placement:	UNDER
Status:	In Service
Construction:	F - Fiberglass Clad Steel M - Spill Containment Bucket N - Flow Shut-Off O - Tight Fill R - Double Wall - Tank Jacket
Piping:	C - Fiberglass F - Double Wall J - Pressurized Piping System K - Dispenser Liners
Monitoring:	2 - Visual Inspect Pipe Sumps 4 - Visual Inspect Dispenser Liners F - Monitor Dbl Wall Tank Space G - Electronic Line Leak Detector

10	1 of1	WNW	0.93 / 4,936.34	75.67 / -5	**CIRCLE K #2709751** **4692 WEST IRLO BRONSON HIGHWAY** **KISSIMMEE FL 34746**	ERIC

Eric ID:	ERIC_7130	**Offste Contami Key:**	CONTAMUNKNOWN
Site Status:	OPEN	**Se Anno Cad Data:**	
Source Facility ID:	8513750	**State:**	FL
District:	CD	**County Name:**	Osceola
WMD:	SFWMD	**County ID:**	49
ICR Indicator:	YES	**Datum ID:**	HARN
Discharge Date Dt:		**Geometry:**	
Method ID:	DPHO	**X:**	-81.47082724239974
Object of Interest:	FACIL	**Y:**	28.318360184965357
Proximit to Object:	EXACT	**Lat DD:**	28
Collector Username:	ERIC_ICR_INIT_LOAD	**Lat MM:**	19
Collect Date Dt:	2003-02-27 13:34:06 UTC	**Lat SS:**	6.0968
Map Source:	1994 doqs	**Long DD:**	81
Map Source Scale:	4065	**Long MM:**	28
Intrpolation Scale:		**Long SS:**	14.9783
Coord Accuracy ID:	4	**Gis Albx:**	647503.09
Site Phase Dsc:	Phase 4 - Design Implementation	**Gis Alby:**	481689.84
Site Name:	CIRCLE K #2709751		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_7130/gis-facility!search		

Program Details

Program:	Petroleum Restoration Program
Program Type:	PETROLEUM
Program Status:	COMPLETEWITHCOND
Site Manager:	

Unplottable Summary

Total: 3 Unplottable sites

DB	Company Name/Site Name	Address	City	Zip	ERIS ID
CERCLIS	OSCEOLA COUNTY LANDFILL/KISSIMMEE	BASS RD ***Site EPA ID:*** FLD980845325	KISSIMMEE FL	32741	805458544
CERCLIS NFRAP	OSCEOLA COUNTY LANDFILL/KISSIMMEE	BASS RD ***Site EPA ID:*** FLD980845325	KISSIMMEE FL	32741	805471822
SEMS ARCHIVE	OSCEOLA COUNTY LANDFILL/KISSIMMEE	BASS RD ***EPA ID:*** FLD980845325	KISSIMMEE FL	32741	828852591

Unplottable Report

Site: ***OSCEOLA COUNTY LANDFILL/KISSIMMEE***
BASS RD KISSIMMEE FL 32741

CERCLIS

Site ID:	0400944	***RNPL Status Code:***	N
Site EPA ID:	FLD980845325	***NPL Status:***	Not on the NPL
Site Street Address 2:		***RFED Facility Code:***	N
Site County Name:	OSCEOLA	***RFED Facility Desc:***	Not a Federal Facility
Site FIPS Code:	12097	***USGS Hydro Unit No.:***	03090101
Region Code:	04	***Site Cong. Dist. Code:***	10
Site SMSA No.:	5960	***ROT Desc:***	Other
Site Prim. Latitude:	28D18M12S	***FR NPL Update No.:***	
Site Prim. Longitude:	081D24M12S	***RFRA Code:***	
Lat Long Source:			

RNON NPL Status Desc: NFRAP-Site does not qualify for the NPL based on existing information

CERCLIS Assess History

OU ID:	00	***RALT Short Name:***	EPA In-House
Act Code ID:	001	***Act Start Date:***	
RAT Code:	VS	***Act Complete Date:***	1/25/1991 00:00:00
RAT Short Name:	ARCH SITE	***AGT Order No.:***	1500
RAT Name:	ARCHIVE SITE	***SH OU:***	
RAT Hist. Only Flag:		***SH Code:***	
RAT NSI Indicator:	B	***SH Seq:***	
RAT Level:	1	***SH Start Date:***	
RAT DEF OU:	00	***SH Complete Date:***	
RFBS Code:		***SH Lead:***	
SPA Code:	13		

RAT Def: The decision is made that no further activity is planned at the site.
Site Desc:
Site Alias:

CERCLIS Assess History

OU ID:	00	***RALT Short Name:***	State (Fund)
Act Code ID:	001	***Act Start Date:***	
RAT Code:	PA	***Act Complete Date:***	8/18/1986 00:00:00
RAT Short Name:	PA	***AGT Order No.:***	130
RAT Name:	PRELIMINARY ASSESSMENT	***SH OU:***	
RAT Hist. Only Flag:		***SH Code:***	
RAT NSI Indicator:	B	***SH Seq:***	
RAT Level:	1	***SH Start Date:***	
RAT DEF OU:	00	***SH Complete Date:***	
RFBS Code:	P	***SH Lead:***	
SPA Code:	13		

RAT Def: Collection of diverse existing information about the source and nature of the site hazard. It is EPA policy to complete the preliminary assessment within one year of site discovery.
Site Desc:
Site Alias:

CERCLIS Assess History

OU ID:	00	***RALT Short Name:***	EPA Fund
Act Code ID:	001	***Act Start Date:***	
RAT Code:	DS	***Act Complete Date:***	2/1/1985 00:00:00
RAT Short Name:	DISCVRY	***AGT Order No.:***	10
RAT Name:	DISCOVERY	***SH OU:***	
RAT Hist. Only Flag:		***SH Code:***	
RAT NSI Indicator:	B	***SH Seq:***	

RAT Level:	1	***SH Start Date:***	
RAT DEF OU:	00	***SH Complete Date:***	
RFBS Code:		***SH Lead:***	
SPA Code:	13		

RAT Def: The process by which a potential hazardous waste site is brought to the attention of the EPA. The process can occur through the use of several mechanisms such as a phone call or referral by another government agency.

Site Desc:

Site Alias:

CERCLIS Assess History

OU ID:	00	***RALT Short Name:***	EPA Fund
Act Code ID:	001	***Act Start Date:***	
RAT Code:	SI	***Act Complete Date:***	1/25/1991 00:00:00
RAT Short Name:	SI	***AGT Order No.:***	160
RAT Name:	SITE INSPECTION	***SH OU:***	
RAT Hist. Only Flag:		***SH Code:***	
RAT NSI Indicator:	B	***SH Seq:***	
RAT Level:	1	***SH Start Date:***	
RAT DEF OU:	00	***SH Complete Date:***	
RFBS Code:	P	***SH Lead:***	
SPA Code:	13		

RAT Def: The process of collecting site data and samples to characterize the severity of the hazard for the hazard ranking score and/or enforcement support.

Site Desc:

Site Alias:

CERCLIS Assess History

OU ID:	00	***RALT Short Name:***	
Act Code ID:		***Act Start Date:***	
RAT Code:		***Act Complete Date:***	
RAT Short Name:		***AGT Order No.:***	0
RAT Name:		***SH OU:***	
RAT Hist. Only Flag:		***SH Code:***	
RAT NSI Indicator:		***SH Seq:***	
RAT Level:		***SH Start Date:***	
RAT DEF OU:		***SH Complete Date:***	
RFBS Code:		***SH Lead:***	
SPA Code:			
RAT Def:			
Site Desc:	No description available .		
Site Alias:	OSCEOLA COUNTY LANDFILL/KISSIMMEE,,OSCEOLA,FL,;		

Site: ***OSCEOLA COUNTY LANDFILL/KISSIMMEE***
BASS RD KISSIMMEE FL 32741

CERCLIS NFRAP

Site ID:	400944	***Site FIPS Code:***	12097
Site EPA ID:	FLD980845325	***Region Code:***	4
Site Parent ID:		***Site Cong. Dist. Code:***	10
Site County Name:	OSCEOLA	***Federal Facility:***	
Parent Site Name:			

CERCLIS-NFRAP Assess History

OU ID:	0	***Act Start Date:***	
Act Code ID:	1	***Act Complete Date:***	8/18/1986
RAT Code:	PA	***AGT Order No.:***	130
RAT Short Name:	PA	***SH OU:***	
RAT Name:	PRELIMINARY ASSESSMENT	***SH Code:***	
RAT Hist. Only Flag:		***SH Seq:***	
RAT NSI Indicator:	B	***SH Start Date:***	
RAT Level:	1	***SH Complete Date:***	
RAT DEF OU:	00	***SH Lead:***	
RFBS Code:	P	***SH Qual:***	
SPA Code:	13	***RAQ Act. Qual Short:***	Low priority
RALT Short Name:	State (Fund)	***RNPL Status Code:***	N

RAT Def:	Collection of diverse existing information about the source and nature of the site hazard. It is EPA policy to complete the preliminary assessment within one year of site discovery.
RNON NPL Status Desc:	NFRAP-Site does not qualify for the NPL based on existing information

CERCLIS-NFRAP Assess History

OU ID:	0	***Act Start Date:***	
Act Code ID:	1	***Act Complete Date:***	2/1/1985
RAT Code:	DS	***AGT Order No.:***	10
RAT Short Name:	DISCVRY	***SH OU:***	
RAT Name:	DISCOVERY	***SH Code:***	
RAT Hist. Only Flag:		***SH Seq:***	
RAT NSI Indicator:	B	***SH Start Date:***	
RAT Level:	1	***SH Complete Date:***	
RAT DEF OU:	00	***SH Lead:***	
RFBS Code:		***SH Qual:***	
SPA Code:	13	***RAQ Act. Qual Short:***	
RALT Short Name:	EPA Fund	***RNPL Status Code:***	N
RAT Def:	The process by which a potential hazardous waste site is brought to the attention of the EPA. The process can occur through the use of several mechanisms such as a phone call or referral by another government agency.		
RNON NPL Status Desc:	NFRAP-Site does not qualify for the NPL based on existing information		

CERCLIS-NFRAP Assess History

OU ID:	0	***Act Start Date:***	
Act Code ID:	1	***Act Complete Date:***	1/25/1991
RAT Code:	VS	***AGT Order No.:***	1500
RAT Short Name:	ARCH SITE	***SH OU:***	
RAT Name:	ARCHIVE SITE	***SH Code:***	
RAT Hist. Only Flag:		***SH Seq:***	
RAT NSI Indicator:	B	***SH Start Date:***	
RAT Level:	1	***SH Complete Date:***	
RAT DEF OU:	00	***SH Lead:***	
RFBS Code:		***SH Qual:***	
SPA Code:	13	***RAQ Act. Qual Short:***	
RALT Short Name:	EPA In-House	***RNPL Status Code:***	N
RAT Def:	The decision is made that no further activity is planned at the site.		
RNON NPL Status Desc:	NFRAP-Site does not qualify for the NPL based on existing information		

CERCLIS-NFRAP Assess History

OU ID:	0	***Act Start Date:***	
Act Code ID:	1	***Act Complete Date:***	1/25/1991
RAT Code:	SI	***AGT Order No.:***	160
RAT Short Name:	SI	***SH OU:***	
RAT Name:	SITE INSPECTION	***SH Code:***	
RAT Hist. Only Flag:		***SH Seq:***	
RAT NSI Indicator:	B	***SH Start Date:***	
RAT Level:	1	***SH Complete Date:***	
RAT DEF OU:	00	***SH Lead:***	
RFBS Code:	P	***SH Qual:***	
SPA Code:	13	***RAQ Act. Qual Short:***	NFRAP
RALT Short Name:	EPA Fund	***RNPL Status Code:***	N
RAT Def:	The process of collecting site data and samples to characterize the severity of the hazard for the hazard ranking score and/or enforcement support.		
RNON NPL Status Desc:	NFRAP-Site does not qualify for the NPL based on existing information		

Site: ***OSCEOLA COUNTY LANDFILL/KISSIMMEE***
BASS RD KISSIMMEE FL 32741

SEMS ARCHIVE

Site ID:	0400944	***FIPS Code:***	12097
EPA ID:	FLD980845325	***Cong District:***	10
Superfund Alte Agr:	No	***Region:***	04
Federal Facility:	No	***County:***	OSCEOLA
FF Docket:	No		
NPL:	Not on the NPL		
Non NPL Status:	NFRAP-Site does not qualify for the NPL based on existing information		

Action Information

Operable Units:	00	***Qual:***	L
Action Code:	PA	***SEQ:***	1
Action Name:	PA	***FF:***	No
Start Actual:		***FF Docket:***	No
Finish Actual:	18-Aug-1986 04:00:00	***Region:***	04
Curr Action Lead:	St Perf		
NPL:			

Operable Units:	00	***Qual:***	N
Action Code:	SI	***SEQ:***	1
Action Name:	SI	***FF:***	No
Start Actual:		***FF Docket:***	No
Finish Actual:	25-Jan-1991 05:00:00	***Region:***	04
Curr Action Lead:	EPA Perf		
NPL:			

Operable Units:	00	***Qual:***	
Action Code:	DS	***SEQ:***	1
Action Name:	DISCVRY	***FF:***	No
Start Actual:	01-Feb-1985 06:00:00	***FF Docket:***	No
Finish Actual:	01-Feb-1985 06:00:00	***Region:***	04
Curr Action Lead:	EPA Perf		
NPL:			

Operable Units:	00	***Qual:***	
Action Code:	VS	***SEQ:***	1
Action Name:	ARCH SITE	***FF:***	No
Start Actual:		***FF Docket:***	No
Finish Actual:	25-Jan-1991 05:00:00	***Region:***	04
Curr Action Lead:	EPA Perf In-Hse		
NPL:			

Appendix: Database Descriptions

Environmental Risk Information Services (ERIS) can search the following databases. The extent of historical information varies with each database and current information is determined by what is publicly available to ERIS at the time of update. ERIS updates databases as set out in ASTM Standard E1527-13 and E1527-21, Section 8.1.8 Sources of Standard Source Information:

"Government information from nongovernmental sources may be considered current if the source updates the information at least every 90 days, or, for information that is updated less frequently than quarterly by the government agency, within 90 days of the date the government agency makes the information available to the public."

Standard Environmental Record Sources

Federal

National Priority List: NPL

The U.S. Environmental Protection Agency (EPA)'s National Priorities List (NPL) includes the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action under the Superfund program, based primarily on the score a site receives from EPA's Hazard Ranking System. A site must be on the NPL to receive money from the Superfund Trust Fund for remedial action. This data includes NPL sites represented as polygons, where available, that can be sourced from the EPA NPL Superfund Site Boundaries dataset, refreshed by the Shared Enterprise Geodata and Services (SEGS). These site boundaries represent the footprint of a whole site, the sum of all the Operable Units (OUs) and the current understanding of the full extent of contamination; for Federal Facility sites, the total site polygon may be the Facility boundary. As site investigation and remediation progress, OUs may be added, modified or refined. Data provided by external parties is not independently verified by EPA. This boundary data is made available to the public strictly for informational purposes. Where there is no polygon boundary data available for a given site, the site is represented as a point.

Government Publication Date: Dec 13, 2024

National Priority List - Proposed: PROPOSED NPL

Sites proposed by the U.S. Environmental Protection Agency (EPA), the state agency, or concerned citizens for addition to the National Priorities List (NPL) due to contamination by hazardous waste and identified by the EPA as a candidate for cleanup because it poses a risk to human health and/or the environment. Sites represented as polygons, where available, can be sourced from the EPA NPL Superfund Site Boundaries dataset, refreshed by the Shared Enterprise Geodata and Services (SEGS). These site boundaries represent the footprint of a whole site, the sum of all the Operable Units (OUs) and the current understanding of the full extent of contamination; for Federal Facility sites, the total site polygon may be the Facility boundary. Data provided by external parties is not independently verified by EPA. This boundary data is made available to the public strictly for informational purposes. Where there is no polygon boundary data available for a given site, the site is represented as a point.

Government Publication Date: Dec 13, 2024

Deleted NPL: DELETED NPL

Sites deleted from the U.S. Environmental Protection Agency (EPA)'s National Priorities List (NPL). The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. Sites represented as polygons, where available, can be sourced from the EPA NPL Superfund Site Boundaries dataset, refreshed by the Shared Enterprise Geodata and Services (SEGS). These site boundaries represent the footprint of a whole site, the sum of all the Operable Units (OUs) and the current understanding of the full extent of contamination; for Federal Facility sites, the total site polygon may be the Facility boundary. Data provided by external parties is not independently verified by EPA. This boundary data is made available to the public strictly for informational purposes. Where there is no polygon boundary data available for a given site, the site is represented as a point.

Government Publication Date: Dec 13, 2024

SEMS List 8R Active Site Inventory: SEMS

The U.S. Environmental Protection Agency's (EPA) Superfund Program has deployed the Superfund Enterprise Management System (SEMS), which integrates multiple legacy systems into a comprehensive tracking and reporting tool. This inventory contains active sites evaluated by the Superfund program that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The Active Site Inventory Report displays site and location information at active SEMS sites. An active site is one at which site assessment, removal, remedial, enforcement, cost recovery, or oversight activities are being planned or conducted. This data includes SEMS sites from the List 8R Active file as well as applicable sites from the EPA's Facility Registry Service map tool.

Government Publication Date: Feb 26, 2025

Inventory of Open Dumps, June 1985: ODI

The Resource Conservation and Recovery Act (RCRA) provides for publication of an inventory of open dumps. The Act defines "open dumps" as facilities which do not comply with EPA's "Criteria for Classification of Solid Waste Disposal Facilities and Practices" (40 CFR 257).

Government Publication Date: Jun 1985

SEMS List 8R Archive Sites: SEMS ARCHIVE

The U.S. Environmental Protection Agency's (EPA) Superfund Enterprise Management System (SEMS) Archived Site Inventory displays site and location information at sites archived from SEMS. An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time. This data includes sites from the List 8R Archived site file.

Government Publication Date: Feb 26, 2025

EPA Report on the Status of Open Dumps on Indian Lands: IODI

Public Law 103-399, The Indian Lands Open Dump Cleanup Act of 1994, enacted October 22, 1994, identified congressional concerns that solid waste open dump sites located on American Indian or Alaska Native (AI/AN) lands threaten the health and safety of residents of those lands and contiguous areas. The purpose of the Act is to identify the location of open dumps on Indian lands, assess the relative health and environment hazards posed by those sites, and provide financial and technical assistance to Indian tribal governments to close such dumps in compliance with Federal standards and regulations or standards promulgated by Indian Tribal governments or Alaska Native entities.

Government Publication Date: Dec 31, 1998

Comprehensive Environmental Response, Compensation and Liability Information System - CERCLIS: CERCLIS

Superfund is a program administered by the United States Environmental Protection Agency (EPA) to locate, investigate, and clean up the worst hazardous waste sites throughout the United States. CERCLIS is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The EPA administers the Superfund program in cooperation with individual states and tribal governments; this database is made available by the EPA.

Government Publication Date: Oct 25, 2013

CERCLIS - No Further Remedial Action Planned: CERCLIS NFRAP

An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time. The Archive designation means that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL). This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Government Publication Date: Oct 25, 2013

CERCLIS Liens: CERCLIS LIENS

A Federal Superfund lien exists at any property where EPA has incurred Superfund costs to address contamination ("Superfund site") and has provided notice of liability to the property owner. A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. This database is made available by the United States Environmental Protection Agency (EPA). This database was provided by the United States Environmental Protection Agency (EPA). Refer to SEMS LIEN as the current data source for Superfund Liens.

Government Publication Date: Jan 30, 2014

RCRA CORRACTS-Corrective Action: RCRA CORRACTS

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. At these sites, the Corrective Action Program ensures that cleanups occur. EPA and state regulators work with facilities and communities to design remedies based on the contamination, geology, and anticipated use unique to each site.

Government Publication Date: Jan 6, 2025

RCRA non-CORRACTS TSD Facilities: RCRA TSD

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. This database includes Non-Corrective Action sites that have indicated engagement in the treatment, storage, or disposal of hazardous waste which requires a RCRA hazardous waste permit.

Government Publication Date: Jan 6, 2025

RCRA Generator List: RCRA LQG

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Large Quantity Generators (LQGs) generate 1,000 kilograms per month or more of hazardous waste or more than one kilogram per month of acutely hazardous waste.

Government Publication Date: Jan 6, 2025

RCRA Small Quantity Generators List: RCRA SQG

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Small Quantity Generators (SQGs) generate more than 100 kilograms, but less than 1,000 kilograms, of hazardous waste per month.

Government Publication Date: Jan 6, 2025

RCRA Very Small Quantity Generators List: RCRA VSQG

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Very Small Quantity Generators (VSQG) generate 100 kilograms or less per month of hazardous waste, or one kilogram or less per month of acutely hazardous waste. Additionally, VSQG may not accumulate more than 1,000 kilograms of hazardous waste at any time.

Government Publication Date: Jan 6, 2025

RCRA Non-Generators: RCRA NON GEN

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Non-Generators do not presently generate hazardous waste.

Government Publication Date: Jan 6, 2025

RCRA Sites with Controls: RCRA CONTROLS

List of Resource Conservation and Recovery Act (RCRA) facilities with institutional controls in place. RCRA gives the U.S. Environmental Protection Agency (EPA) the authority to control hazardous waste from the "cradle-to-grave." This includes the generation, transportation, treatment, storage, and disposal of hazardous waste. RCRA also set forth a framework for the management of non-hazardous solid wastes. The 1986 amendments to RCRA enabled EPA to address environmental problems that could result from underground tanks storing petroleum and other hazardous substances.

Government Publication Date: Jan 6, 2025

Federal Engineering Controls-ECs: FED ENG

List of Engineering controls (ECs) made availabe by the United States Environmental Protection Agency (EPA). ECs encompass a variety of engineered and constructed physical barriers (e.g., soil capping, sub-surface venting systems, mitigation barriers, fences) to contain and/or prevent exposure to contamination on a property. The EC listing includes remedy component data from Superfund decision documents for applicable sites on the final or deleted on the National Priorities List (NPL); and sites with a Superfund Alternative Approach (SAA) Agreement in place. The only sites included that are not on the NPL; proposed for NPL; or removed from proposed NPL, are those with an SAA Agreement in place.

Government Publication Date: Jan 29, 2025

Federal Institutional Controls- ICs: FED INST

List of Institutional controls (ICs) made available by the United States Environmental Protection Agency (EPA). ICs are non-engineered instruments, such as administrative and legal controls, that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy. Although it is EPA's expectation that treatment or engineering controls will be used to address principal threat wastes and that groundwater will be returned to its beneficial use whenever practicable, ICs play an important role in site remedies because they reduce exposure to contamination by limiting land or resource use and guide human behavior at a site. The IC listing includes remedy component data from Superfund decision documents for applicable sites on the final or deleted on the National Priorities List (NPL); and sites with a Superfund Alternative Approach (SAA) Agreement in place. The only sites included that are not on the NPL; proposed for NPL; or removed from proposed NPL, are those with an SAA Agreement in place.

Government Publication Date: Jan 29, 2025

Land Use Control Information System: LUCIS

The LUCIS database is maintained by the U.S. Department of the Navy and contains information for former Base Realignment and Closure (BRAC) properties across the United States.

Government Publication Date: Sep 1, 2006

Institutional Control Boundaries at NPL sites: NPL IC

These boundaries of Institutional Control areas at sites on the U.S. Environmental Protection Agency's (EPA) National Priorities List (NPL), or as Proposed or Deleted, are sourced from the EPA NPL Superfund Site Boundaries dataset, refreshed by the Shared Enterprise Geodata and Services (SEGS). The EPA's NPL includes the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action under the Superfund program. Institutional controls are non-engineered instruments such as administrative and legal controls that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy. Data provided by external parties is not independently verified by EPA. This boundary data is made available to the public strictly for informational purposes.

Government Publication Date: Nov 20, 2024

Emergency Response Notification System: ERNS 1982 TO 1986

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1982-1986

Emergency Response Notification System: ERNS 1987 TO 1989

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1987-1989

Emergency Response Notification System: ERNS

Database of oil and hazardous substances spill reports made available by the United States Coast Guard National Response Center (NRC). The NRC fields initial reports for pollution and railroad incidents and forwards that information to appropriate federal/state agencies for response. These data contain initial incident data that has not been validated or investigated by a federal/state response agency.

Government Publication Date: Dec 31, 2024

The Assessment, Cleanup and Redevelopment Exchange System (ACRES) Brownfield Database: FED BROWNFIELDS

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off greenspaces and working lands. This data is provided by the United States Environmental Protection Agency (EPA) and includes Brownfield sites from the Cleanups in My Community (CIMC) web application.

Government Publication Date: Feb 19, 2025

FEMA Underground Storage Tank Listing: FEMA UST

The Federal Emergency Management Agency (FEMA) of the Department of Homeland Security maintains a list of FEMA owned underground storage tanks.

Government Publication Date: Dec 31, 2017

Facility Response Plan: FRP

This listing contains facilities that have submitted Facility Response Plans (FRPs) to the U.S. Environmental Protection Agency (EPA). Facilities that could reasonably be expected to cause "substantial harm" to the environment by discharging oil into or on navigable waters are required to prepare and submit FRPs. Harm is determined based on total oil storage capacity, secondary containment and age of tanks, oil transfer activities, history of discharges, proximity to a public drinking water intake or sensitive environments. This listing includes FRP facilities from an applicable EPA FOIA file and Homeland Infrastructure Foundation-Level Data (HIFLD) data file.

Government Publication Date: Jan 9, 2024

Delisted Facility Response Plans: DELISTED FRP

Facilities that once appeared in - and have since been removed from - the list of facilities that have submitted Facility Response Plans (FRP) to EPA. Facilities that could reasonably be expected to cause "substantial harm" to the environment by discharging oil into or on navigable waters are required to prepare and submit Facility Response Plans (FRPs). Harm is determined based on total oil storage capacity, secondary containment and age of tanks, oil transfer activities, history of discharges, proximity to a public drinking water intake or sensitive environments.

Government Publication Date: Jan 9, 2024

Historical Gas Stations: HIST GAS STATIONS

This historic directory of service stations is provided by the Cities Service Company. The directory includes Cities Service filling stations that were located throughout the United States in 1930.

Government Publication Date: Jul 1, 1930

Petroleum Refineries: REFN

This list of petroleum refineries is sourced from the U.S. Energy Information Administration (EIA), Refinery Capacity Report. The listing includes operating and idle petroleum refineries (including new refineries under construction) and refineries shut down during the previous year. The geographic area the report covers is the 50 States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, and other U.S. possessions. Per the EIA, the facility location data represents the approximate location based on research of publicly available information from sources such as Federal agencies, company websites, and satellite images on public websites.

Government Publication Date: Oct 31, 2024

Petroleum Product and Crude Oil Rail Terminals: BULK TERMINAL

A list of petroleum product and crude oil rail terminals from the U.S. Energy Information Administration (EIA), as well as petroleum terminals sourced from Oak Ridge National Laboratory hosted by the Homeland Infrastructure Foundation-Level Database. Data includes operable bulk petroleum product terminals with a total bulk shell storage capacity of 50,000 barrels or more, and/or the ability to receive volumes from tanker, barge, or pipeline; also rail terminals handling the loading and unloading of crude oil with activity between 2017 and 2018. EIA petroleum product terminal data comes from the EIA-815 Bulk Terminal and Blender Report, which includes working, shell in operation, and shell idle for several major product groupings.

Government Publication Date: Oct 31, 2024

LIEN on Property: SEMS LIEN

The U.S. Environmental Protection Agency's (EPA) Superfund Enterprise Management System (SEMS) provides Lien details on applicable properties, such as the Superfund lien on property activity, the lien property information, and the parties associated with the lien.

Government Publication Date: Jan 29, 2025

Superfund Decision Documents: SUPERFUND ROD

This database contains a list of decision documents for Superfund sites. Decision documents serve to provide the reasoning for the choice of (or) changes to a Superfund Site cleanup plan. The decision documents include completed Records of Decision (ROD), ROD Amendments, Explanations of Significant Differences (ESD) for active and archived sites stored in the Superfund Enterprise Management System (SEMS), along with other associated memos and files. This information is maintained and made available by the U.S. Environmental Protection Agency.

Government Publication Date: Feb 26, 2025

State

Superfund Waste Cleanup & State-Funded Action Sites: SHWS

List of hazardous waste cleanup sites participating in various federal and state funded cleanup programs. Florida's State-Funded Action Sites and Superfund Waste Cleanup Sites lists are maintained and made available by the Florida Department of Environmental Protection (FDEP). This database serves a purpose similar to that of the federal Superfund Enterprise Management System (SEMS), functioning as a state-level counterpart for tracking potential hazardous substance release sites.

Government Publication Date: Mar 14, 2025

Delisted State-Funded Action Sites: DELISTED SHWS

This database contains a list of closed hazardous waste sites of various federal and state funded cleanup programs that were removed from the Florida Department of Environmental Protection (FDEP).

Government Publication Date: Mar 14, 2025

ERIC Waste Cleanup: ERIC

Environmental Restoration Integrated Cleanup (ERIC) is a single database for tracking contaminated site cleanup activities in the Florida Department of Environmental Protection (DEP)'s Division of Waste Management (DWM). Includes records from 11 different DEP data systems, allowing tracking of a contaminated site throughout the course of cleanup regardless of which program area took the lead.

Government Publication Date: Feb 7, 2025

Florida Department of Environmental Protection Cleanup Sites: CLEANUP DEP

This Cleanup Sites dataset is provided by the Florida Department of Environmental Protection (FDEP), and the layer is included on the FDEP's Contamination Locator Map (CLM) tool. The data provides locations and document links for sites currently in the cleanup process and sites awaiting cleanup funding. Cleanup programs include Brownfields, Petroleum, EPA Superfund (CERCLA), Drycleaning, Responsible Party Cleanup, State Funded Cleanup, State Owned Lands Cleanup and Hazardous Waste Cleanup.

Government Publication Date: Mar 31, 2025

Waste Cleanup Responsible Party Sites: WCRPS

List of Open, Closed, and Inactive Waste Cleanup Responsible Party sites made available by the Florida Department of Environmental Protection.

Government Publication Date: Apr 11, 2021

Delisted Waste Cleanup Sites: DELISTED WCP

List of sites which once appeared on - and have since been removed from - the list of Waste Cleanup Sites made available by the Florida Department of Environmental Protection.

Government Publication Date: Mar 31, 2025

Solid Waste Facilities and Landfills: SWF/LF

The Solid Waste Facility Inventory Report made available by the Florida Department of Environmental Protection (FDEP) includes all types of authorized and unauthorized facilities: municipal solid waste, landfills, dumps, construction and demolition disposal, recycling facilities, and more.

Government Publication Date: Dec 6, 2024

Leaking Tanks: LST

This list of leaking storage tanks is sourced from the Florida Department of Environmental Protection (FDEP). The Storage Tank and Petroleum Contamination/Cleanup Monitoring (STCM) section is part of the Petroleum Restoration Program (PRP) in the FDEP's Division of Waste Management. The PRP encompasses the technical oversight, management, and administrative activities necessary to prioritize, assess and clean-up sites contaminated by discharges of petroleum and petroleum products from stationary petroleum storage systems. Over 28,000 facilities have reported discharges of petroleum products from storage tank systems. STCM database reports do not include discharges that are not required for Rule 62-780 as well as discharges that have already been cleaned up. Rule 62-780 applies to site rehabilitation conducted at sites contaminated with pollutants, hazardous substances, drycleaning solvents, petroleum and petroleum products. Florida relies on groundwater for about 92 percent of its drinking water needs and has some of the most stringent rules in the country.

Government Publication Date: Feb 6, 2025

Delisted Leaking Tanks: DELISTED LST

Whereas Leaking Tanks (LST) includes only facilities which currently have contamination as recorded by the Florida Department of Environmental Protection, this list contains facilities which were once included in LST data but no longer appear on the list made available by FDEP. Facilities may be removed from the current LST list because the discharge has been cleaned up, or the discharge is not required for 62-770.

Government Publication Date: Feb 6, 2025

Underground Storage Tanks: UST

List of Underground Storage Tank facilities made available by the Florida Department of Environmental Protection (FL DEP). Includes facilities tracked for active storage tanks, storage tank history, or petroleum cleanup activity. In an effort to minimize the occurrence and environmental risks of releases and discharges, FDEP administers standards pertaining to the construction, installation, operation, maintenance, repair, closure, and disposal of underground storage tank systems that store regulated substances.

Government Publication Date: Mar 21, 2025

Aboveground Storage Tanks: AST

List of Aboveground Storage Tank facilities made available by the Florida Department of Environmental Protection (FL DEP). Includes facilities tracked for active storage tanks, storage tank history, or petroleum cleanup activity.The Florida Department of Environmental Protection (FDEP) provides standards for aboveground storage tanks (ASTs) that have individual storage tank capacities greater than 550 gallons. The state also regulates the registration, construction, installation, operation, maintenance, repair, closure, and disposal of storage tank systems that store regulated substances.
Government Publication Date: Mar 21, 2025

Storage Tank Facilities: TANK

List of storage tank facilities made available by the Florida Department of Environmental Protection (FL DEP) for which tank information is not available. In the case of closed facilities - where all tanks have been removed or closed, and there is also no petroleum discharge or on-going cleanup activity - the owner data may not be current, but rather would represent the most recent information made available to FL DEP.
Government Publication Date: Mar 21, 2025

Delisted AST UST Storage Tanks: DEL UST AST TANK

This database contains a list of closed UST and AST storage tank sites that were removed from the Florida Department of Environmental Protection (FDEP) storage tank database.
Government Publication Date: Jul 2, 2015

Delisted Storage Tanks: DEL STORAGE TANK

List of sites that once appeared on - and have since been removed from - the list of UST and AST storage tank facilities made available by the Florida Department of Environmental Protection.
Government Publication Date: Mar 21, 2025

Federal Facilities Listing: FF TANKS

The Florida Department of Environmental Protection (FDEP) Storage Tank Program registers facilities and storage tanks where aboveground or underground storage tanks store pollutants, hazardous substances, and/or mineral acid substances regulated by Chapter 62-761, Florida Administrative Code, or when aboveground storage tanks or compression vessels store a hazardous substance which requires registration according to Chapter 376, Florida Statutes.
Government Publication Date: Mar 11, 2025

Storage Tank/Contaminated Facility Search: STCS

List of facilities and tanks in the Florida Department of Environmental Protection (FDEP) Bureau of Petroleum Storage Systems Storage Tank/Contaminated Facility Search. Note that tank details do not appear for facilities for which all tanks have been removed.
Government Publication Date: Jan 6, 2025

Institutional Controls Registry: INST

The Institutional Controls registry is maintained by the Florida Department of Environmental Protection (FDEP). The registry aims to help preserve adequate protection of contaminated soil regions and help to minimize any chances of exposure.
Government Publication Date: Jan 30, 2025

Engineering Controls: ENG

A listing of all engineering controls that are in place to eliminate or reduce the potential for contaminant migration and exposure to contaminants. These controls may include caps, barriers, guards or fences. The list is maintained by the Florida Department of Environmental Protection (FDEP).
Government Publication Date: Jan 30, 2025

Voluntary Cleanup Sites: VCP

A listing of active and closed voluntary cleanup sites registered by the Florida Department of Environmental Protection (FDEP).
Government Publication Date: Mar 4, 2025

Brownfield Sites: BROWNFIELDS

Brownfields are defined by the Florida Department of Environmental Protection (FDEP) as abandoned, idled, or underused industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination. This is a list of sites within designated Brownfield Areas within Florida where Brownfield Site Rehabilitation Agreement (BSRA)s have been executed between FDEP and a responsible party.
Government Publication Date: Feb 20, 2025

Brownfield Areas: BROWNFIELD AREA

Brownfields are defined by the Florida Department of Environmental Protection (FDEP) as abandoned, idled, or underused industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination. This is a list of Brownfield Areas, defined by the FDEP as contiguous areas of one or more brownfield sites, some of which may not be contaminated, that have been designated as such by a local government resolution. Such areas may include all or portions of community redevelopment areas, enterprise zones, empowerment zones, other such designated economically deprived communities and areas, and Environmental Protection Agency (EPA) designated brownfield pilot projects. Because a variety of sources and methods were used to derive information for this data, locations are approximate.
Government Publication Date: Feb 20, 2025

Hazardous Waste Facility List: HAZ WASTE FAC
List of Hazardous Waste Financial Assurance Facilities made available by the Division of Waste Management of the Florida Department of Environmental Protection (FDEP). The FDEP's Hazardous waste financial responsibility requirements exist to ensure that certain hazardous waste facilities and transporters have the financial resources available to provide for closure, postclosure and corrective action requirements and/or pay for bodily injury or property damage that might result from accidents, spills or other unexpected events, known as liabilities. These closure, postclosure, corrective action and liability requirements are called financial assurance.
Government Publication Date: Jan 3, 2025

Tribal

Leaking Underground Storage Tanks on Tribal/Indian Lands: INDIAN LUST
This list of leaking underground storage tanks (LUSTs) on Tribal/Indian Lands in Region 4, which includes Florida, is made available by the United States Environmental Protection Agency (EPA).
Government Publication Date: Nov 18, 2024

Underground Storage Tanks on Tribal/Indian Lands: INDIAN UST
This list of underground storage tanks (USTs) on Tribal/Indian Lands in Region 4, which includes Florida, is made available by the United States Environmental Protection Agency (EPA).
Government Publication Date: Nov 18, 2024

Delisted Tribal Leaking Storage Tanks: DELISTED INDIAN LST
Leaking Underground Storage Tank (LUST) facilities which once appeared on - and have since been removed from - the Regional Tribal/Indian LUST lists made available by the United States Environmental Protection Agency (EPA).
Government Publication Date: Nov 18, 2024

Delisted Tribal Underground Storage Tanks: DELISTED INDIAN UST
Underground Storage Tank (UST) facilities which once appeared on - and have since been removed from - the Regional Tribal/Indian UST lists made available by the United States Environmental Protection Agency (EPA).
Government Publication Date: Nov 18, 2024

County

No County databases were selected to be included in the search.

Additional Environmental Record Sources

Federal

PFAS Greenhouse Gas Emissions Data: PFAS GHG
The U.S. Environmental Protection Agency's Greenhouse Gas Reporting Program (GHGRP) collects Greenhouse Gas (GHG) data from large emitting facilities (25,000 metric tons of carbon dioxide equivalent (CO_2e) per year), and suppliers of fossil fuels and industrial gases that results in GHG emissions when used. Includes GHG emissions data for facilities that emit or have emitted since 2010 chemicals identified in EPA's CompTox Chemicals Dashboard list of PFAS without explicit structures and list of PFAS structures by DSSTox. PFAS emissions data has been identified for facilities engaged in the following industrial processes: Aluminum Production (GHGRP Subpart F), HCFC-22 Production and HFC-23 Destruction (Subpart O), Electronics Manufacturing (Subpart I), Fluorinated Gas Production (Subpart L), Magnesium Production (Subpart T), Electrical Transmission and Distribution Equipment Use (Subpart DD), and Manufacture of Electric Transmission and Distribution Equipment (Subpart SS). Over time, other industrial processes with required GHGRP reporting may include PFAS emissions data and the list of reportable gases may change over time.
Government Publication Date: Aug 5, 2024

On-Scene Coordinator Response Sites: OSC RESPONSE

This list of On-Scene Coordinator (OSC) Response Sites is provided by the U.S. Environmental Protection Agency (EPA). OSCs are the federal officials responsible for monitoring or directing responses to all oil spills and hazardous substance releases reported to the federal government. OSCs coordinate all federal efforts with, and provide support and information to local, state, and regional response communities. An OSC is an agent of either EPA or the U.S. Coast Guard (USCG), depending on where the incident occurs. EPA's OSCs have primary responsibility for spills and releases to inland areas and waters. USCG OSCs have responsibility for coastal waters and the Great Lakes. In general, an OSC has the following key responsibilities during and after a response: Assessment, Monitoring, Response Assistance, and Evaluation.

Government Publication Date: Apr 4, 2024

Facility Registry Service/Facility Index: FINDS/FRS

The Facility Registry Service (FRS) is a centrally managed database that identifies facilities, sites, or places subject to environmental regulations or of environmental interest. FRS creates high-quality, accurate, and authoritative facility identification records through rigorous verification and management procedures that incorporate information from program national systems, state master facility records, and data collected from EPA's Central Data Exchange registrations and data management personnel. This list is made available by the U.S. Environmental Protection Agency (EPA).

Government Publication Date: Aug 1, 2024

Toxics Release Inventory (TRI) Program: TRIS

The U.S. Environmental Protection Agency's Toxics Release Inventory (TRI) is a database containing data on disposal or other releases of toxic chemicals from U.S. facilities and information about how facilities manage those chemicals through recycling, energy recovery, and treatment. There are currently 770 individually listed chemicals and 33 chemical categories covered by the TRI Program. Facilities that manufacture, process or otherwise use these chemicals in amounts above established levels must submit annual reporting forms for each chemical. Note that the TRI chemical list does not include all toxic chemicals used in the U.S. One of TRI's primary purposes is to inform communities about toxic chemical releases to the environment. This database includes TRI Reporting Data for calendar years 1987 through 2021 and Preliminary Data for 2022.

Government Publication Date: Sep 20, 2023

PFOA/PFOS Contaminated Sites: PFAS NPL

This list of Superfund Sites with Per- and Polyfluoroalkyl Substances (PFAS) detections is made available by the U.S. Environmental Protection Agency (EPA) in their PFAS Analytic Tools data, previously the list was obtained by EPA FOIA requests. EPA's Office of Land and Emergency Management and EPA Regional Offices maintain what is known about site investigations, contamination, and remedial actions under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) where PFAS is present in the environment. Limitations: Detections of PFAS at National Priorities List (NPL) sites do not mean that people are at risk from PFAS, are exposed to PFAS, or that the site is the source of the PFAS. The information in the Superfund NPL and Superfund Alternative Agreement (SAA) PFAS detection site list is years old and may not be accurate today. Site information such as site name, site ID, and location has been confirmed for accuracy; however, PFAS-related information such as media sampled, drinking water being above the health advisory, or mitigation efforts has not been verified. For Federal Facilities data, the other Federal agencies (OFA) are the lead agency for their data and provided them to EPA.

Government Publication Date: Dec 17, 2024

Federal Agency Locations with Known or Suspected PFAS Detections: PFAS FED SITES

This list of federal agency locations with known or suspected detections of Per- and Polyfluoroalkyl Substances (PFAS) is made available by the U.S. Environmental Protection Agency's (EPA) PFAS Analytic Tools data. The EPA outlines that these data are gathered from several federal entities, such as the federal Superfund program, Department of Defense (DOD), National Aeronautics and Space Administration (NASA), Department of Transportation (DOT), and Department of Energy (DOE). The dates this data was extracted for the PFAS Analytic Tools range from 2022 to 2024. Sites on this list do not necessarily reflect the source/s of PFAS contamination and detections do not indicate level of risk or human exposure at the site. Agricultural notifications in this data are limited to DOD sites only. At this time, the EPA is aware that this list is not comprehensive of all Federal agencies.

Government Publication Date: Oct 24, 2024

SSEHRI PFAS Contamination Sites: PFAS SSEHRI

This PFAS Contamination Site Tracker database is compiled by the PFAS Project Lab, part of the Social Science Environmental Health Research Institute (SSEHRI) at Northeastern University. According to the SSEHRI, the database records qualitative and quantitative data from each known site of PFAS contamination, including timeline of discovery, sources, levels, health impacts, community response, and government response. The goal of this database is to compile information and support public understanding of the rapidly unfolding issue of PFAS contamination. All data presented was extracted from government websites, news articles, or publicly available documents. Locations for the Known PFAS Contamination Sites are sourced from the PFAS Sites and Community Resources Map by the PFAS-REACH team, credited to PFAS Project Lab, Silent Spring Institute, and PFAS Exchange. Disclaimer: The source conveys the data undergoes regular updates as new information becomes available, some sites may be missing and/or contain information that is incorrect or outdated, as well as their information represents all contamination sites SSEHRI is aware of, not all possible contamination sites. This data is not intended to be used for legal purposes. Access the following source link for the most current information: https://pfasproject.com/pfas-sites-and-community-resources/

Government Publication Date: Jun 27, 2024

National Response Center PFAS Spills: PFAS ERNS

This Per- and Poly-Fluoroalkyl Substances (PFAS) Spills dataset is made available via the U.S. Environmental Protection Agency's (EPA) PFAS Analytic Tools. The National Response Center (NRC), operated by the U.S. Coast Guard, is the designated federal point of contact for reporting all oil, chemical, and other discharges into the environment, for the United States and its territories. This dataset contains NRC spill information from 1990 to the present that is restricted to records associated with PFAS and PFAS-containing materials. Incidents are filtered to include only records with a "Material Involved" or "Incident Description" related to Aqueous Film Forming Foam (AFFF). The keywords used to filter the data included "AFFF," "Fire Fighting Foam," "Aqueous Film Forming Foam," "Fire Suppressant Foam, "PFAS," "PERFL," "PFOA," "PFOS," and "Genx." Limitations: The data from the NRC website contains initial incident data that has not been validated or investigated by a federal/state response agency. Keyword searches may misidentify some incident reports that do not contain PFAS. This dataset should also not be considered to be exhaustive of all PFAS spills/release incidents.

Government Publication Date: Mar 24, 2025

PFAS NPDES Discharge Monitoring: PFAS NPDES

This list of National Pollutant Discharge Elimination System (NPDES) permitted facilities with required monitoring for Per- and Polyfluoroalkyl (PFAS) Substances is made available via the U.S. Environmental Protection Agency (EPA)'s PFAS Analytic Tools. Any point-source wastewater discharger to waters of the United States must have a NPDES permit, which defines a set of parameters for pollutants and monitoring to ensure that the discharge does not degrade water quality or impair human health. This list includes NPDES permitted facilities associated with permits that monitor for Per- and Polyfluoroalkyl Substances (PFAS), limited to the years 2007 - present. EPA further advises the following regarding these data: currently, fewer than half of states have required PFAS monitoring for at least one of their permittees, and fewer states have established PFAS effluent limits for permittees. For states that may have required monitoring, some reporting and data transfer issues may exist on a state-by-state basis.

Government Publication Date: Dec 16, 2024

Perfluorinated Alkyl Substances (PFAS) from Toxic Release Inventory: PFAS TRI

List of Toxics Release Inventory (TRI) facilities at which the reported chemical is a per- or polyfluoroalkyl (PFAS) substance included in the U.S. Environmental Protection Agency's (EPA) consolidated PFAS Master List of PFAS Substances. Encompasses Toxics Release Inventory records included in the EPA PFAS Analytic Tools. The EPA's TRI database currently tracks information on disposal or releases of 770 individually listed toxic chemicals and 33 chemical categories from thousands of U.S. facilities and details about how facilities manage those chemicals through recycling, energy recovery, and treatment. This listing includes TRI Reporting Data for calendar years 1987 through 2021 and Preliminary Data for 2022.

Government Publication Date: Sep 20, 2023

PFAS Water Quality Portal Sampling Data: PFAS WATER

This Per- and Poly-Fluoroalkyl Substances (PFAS) Environmental Media Sampling Data is made available via the U.S. Environmental Protection Agency's (EPA) PFAS Analytic Tools. The Water Quality Portal (WQP), as a cooperative service sponsored by the United States Geological Survey, the EPA, and the National Water Quality Monitoring Council, is part of a modernized repository storing ambient sampling data for all environmental media and tissue samples. A wide range of federal, state, tribal and local governments, academic and non-governmental organizations, and individuals submit project details and sampling results to this public repository. Limitations: EPA did not carry out the sampling or testing of a majority of the data in the WQP PFAS dataset. EPA can only speak to the accuracy and completeness of the data from projects like the National Aquatic Resource Surveys for which EPA is the data owner/organization. Data may exist within the file on Quality Assurance Project Plans (QAPPs) and the approving agency of the QAPP, if a QAPP is entered.

Government Publication Date: Jan 13, 2025

PFAS TSCA Manufacture and Import Facilities: PFAS TSCA

The U.S. Environmental Protection Agency (EPA) issued the Chemical Data Reporting (CDR) Rule under the Toxic Substances Control Act (TSCA) and requires chemical manufacturers and facilities that manufacture or import chemical substances to report data to EPA. This list is specific only to TSCA Manufacture and Import Facilities with reported per- and poly-fluoroalkyl (PFAS) substances. Data file is sourced from EPA's PFAS Analytic Tools TSCA dataset which includes CDR/Inventory Update Reporting data from 1998 up to 2020. Disclaimer: This data file includes production and importation data for chemicals identified in EPA's CompTox Chemicals Dashboard list of PFAS without explicit structures and list of PFAS structures in DSSTox. Note that some regulations have specific chemical structure requirements that define PFAS differently than the lists in EPA's CompTox Chemicals Dashboard. Reporting information on manufactured or imported chemical substance amounts should not be compared between facilities, as some companies claim Chemical Data Reporting Rule data fields for PFAS information as Confidential Business Information.

Government Publication Date: Jan 5, 2023

PFAS Waste Transfers from RCRA e-Manifest : PFAS E-MANIFEST

This Per- and Poly-Fluoroalkyl Substances (PFAS) Waste Transfers dataset is made available via the U.S. Environmental Protection Agency's (EPA) PFAS Analytic Tools. Every shipment of hazardous waste in the U.S. must be accompanied by a shipment manifest, which is a critical component of the cradle-to-grave tracking of wastes mandated by the Resource Conservation and Recovery Act (RCRA). According to the EPA, currently no Federal Waste Code exists for any PFAS compounds. To work around the lack of PFAS waste codes in the RCRA database, EPA developed the PFAS Transfers dataset by mining e-Manifest records containing at least one of these common PFAS keywords: • PFAS • PFOA • PFOS • PERFL • AFFF • GENX • GEN-X (plus the Vermont state-specific waste codes). Limitations: Amount or concentration of PFAS being transferred cannot be determined from the manifest information. Keyword searches may misidentify some manifest records that do not contain PFAS. This dataset should also not be considered to be exhaustive of all PFAS waste transfers.

Government Publication Date: Mar 23, 2025

PFAS Industry Sectors: PFAS IND

This Per- and Poly-Fluoroalkyl Substances (PFAS) Industry Sectors dataset is made available via the U.S. Environmental Protection Agency's (EPA) PFAS Analytic Tools. The EPA developed the dataset from various sources that show which industries may be handling PFAS including: EPA's Enforcement and Compliance History Online (ECHO) records restricted to potential PFAS-handling industry sectors; ECHO records for Fire Training Sites identified where fire-fighting foam may have been used in training exercises; and 14 CFR Part 139 Airports compiled from historic and current records from the FAA Airport Data and Information Portal. Since July 2006, all certificated Part 139 Airports are required to have fire-fighting foam onsite that meet certain military specifications, which to date have been fluorinated (Aqueous Film Forming Foam). Limitations: Inclusion in this dataset does not indicate that PFAS are being manufactured, processed, used, or released by the facility. Listed facilities potentially handle PFAS based on their industrial profile, but are unconfirmed by the EPA. Keyword searches in ECHO for Fire Training sites may misidentify some facilities and should not be considered to be an exhaustive list of fire training facilities in the U.S.

Government Publication Date: Mar 24, 2025

Hazardous Materials Information Reporting System: HMIRS

The Hazardous Materials Incident Reporting System (HMIRS) database contains unintentional hazardous materials release information reported to the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration.

Government Publication Date: May 29, 2024

National Clandestine Drug Labs: NCDL

The U.S. Department of Justice ("the Department"), Drug Enforcement Administration (DEA), provides this data as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy.

Government Publication Date: Nov 30, 2023

Toxic Substances Control Act: TSCA

The U.S. Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule. The CDR enables EPA to collect and publish information on the manufacturing, processing, and use of commercial chemical substances and mixtures (referred to hereafter as chemical substances) on the TSCA Chemical Substance Inventory (TSCA Inventory). This includes current information on chemical substance production volumes, manufacturing sites, and how the chemical substances are used. This information helps the Agency determine whether people or the environment are potentially exposed to reported chemical substances. EPA publishes submitted CDR data that is not Confidential Business Information (CBI). EPA CDR collections occur approximately every four years and reporting requirements change per collection.

Government Publication Date: May 12, 2022

Hist TSCA: HIST TSCA

The Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule.

The 2006 IUR data summary report includes information about chemicals manufactured or imported in quantities of 25,000 pounds or more at a single site during calendar year 2005. In addition to the basic manufacturing information collected in previous reporting cycles, the 2006 cycle is the first time EPA collected information to characterize exposure during manufacturing, processing and use of organic chemicals. The 2006 cycle also is the first time manufacturers of inorganic chemicals were required to report basic manufacturing information.

Government Publication Date: Dec 31, 2006

FTTS Administrative Case Listing: FTTS ADMIN

An administrative case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

Government Publication Date: Jan 19, 2007

FTTS Inspection Case Listing: FTTS INSP

An inspection case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

Government Publication Date: Jan 19, 2007

Potentially Responsible Parties List: PRP

Early in the site cleanup process, the U.S. Environmental Protection Agency (EPA) conducts a search to find the Potentially Responsible Parties (PRPs). The EPA looks for evidence to determine liability by matching wastes found at the site with parties that may have contributed wastes to the site. This listing contains PRPs, Noticed Parties, at sites in the EPA's Superfund Enterprise Management System (SEMS).

Government Publication Date: Nov 20, 2024

State Coalition for Remediation of Drycleaners Listing: SCRD DRYCLEANER

The State Coalition for Remediation of Drycleaners (SCRD) was established in 1998, with support from the U.S. Environmental Protection Agency (EPA) Office of Superfund Remediation and Technology Innovation. Coalition members are states with mandated programs and funding for drycleaner site remediation. Current members are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin. Since 2017, the SCRD no longer maintains this data, refer to applicable state source data where available.

Government Publication Date: Nov 08, 2017

Integrated Compliance Information System (ICIS): ICIS

The Integrated Compliance Information System (ICIS) database contains integrated enforcement and compliance information across most of U.S. Environmental Protection Agency's (EPA) programs. The vision for ICIS is to replace EPA's independent databases that contain enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions and a subset of the Permit Compliance System (PCS), which supports the National Pollutant Discharge Elimination System (NPDES). This information is maintained by the EPA Headquarters and at the Regional offices. A future release of ICIS will completely replace PCS and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities that support compliance and enforcement programs, including incident tracking, compliance assistance, and compliance monitoring.

Government Publication Date: Apr 13, 2024

Drycleaner Facilities: FED DRYCLEANERS

A list of drycleaner facilities from Enforcement and Compliance History Online (ECHO) data as made available by the U.S. Environmental Protection Agency (EPA), sourced from the ECHO Exporter file. This EPA source file tracks facilities that possess NAICS and SIC codes that classify businesses as drycleaner establishments.

Government Publication Date: Jan 6, 2025

Delisted Drycleaner Facilities: DELISTED FED DRY

List of sites removed from the list of Drycleaner Facilities (sites in the EPA's Integrated Compliance Information System (ICIS) with NAIC or SIC codes identifying the business as a drycleaner establishment).

Government Publication Date: Jan 6, 2025

Formerly Used Defense Sites: FUDS

Formerly Used Defense Sites (FUDS) are properties that were formerly owned by, leased to, or otherwise possessed by and under the jurisdiction of the Secretary of Defense prior to October 1986, where the Department of Defense (DOD) is responsible for an environmental restoration. The FUDS Annual Report to Congress (ARC) is published by the U.S. Army Corps of Engineers (USACE). This data is compiled from the USACE's Geospatial FUDS data layers and Homeland Infrastructure Foundation-Level Data (HIFLD) FUDS dataset which applies to the Fiscal Year 2021 FUDS Inventory.

Government Publication Date: May 15, 2023

FUDS Munitions Response Sites: FUDS MRS

Boundaries of Munitions Response Sites (MRS), published with the Formerly Used Defense Sites (FUDS) Annual Report to Congress (ARC) by the U.S. Army Corps of Engineers (USACE). An MRS is a discrete location within a Munitions response area (MRA) that is known to require a munitions response. An MRA means any area on a defense site that is known or suspected to contain unexploded ordnance (UXO), discarded military munitions (DMM), or munitions constituents (MC). This data is compiled from the USACE's Geospatial MRS data layers and Homeland Infrastructure Foundation-Level Data (HIFLD) MRS dataset.

Government Publication Date: May 15, 2023

Former Military Nike Missile Sites: FORMER NIKE

This information was taken from report DRXTH-AS-IA-83A016 (Historical Overview of the Nike Missile System, 12/1984) which was performed by Environmental Science and Engineering, Inc. for the U.S. Army Toxic and Hazardous Materials Agency Assessment Division. The Nike system was deployed between 1954 and the mid-1970's. Among the substances used or stored on Nike sites were liquid missile fuel (JP-4); starter fluids (UDKH, aniline, and furfuryl alcohol); oxidizer (IRFNA); hydrocarbons (motor oil, hydraulic fluid, diesel fuel, gasoline, heating oil); solvents (carbon tetrachloride, trichloroethylene, trichloroethane, stoddard solvent); and battery electrolyte. The quantities of material a disposed of and procedures for disposal are not documented in published reports. Virtually all information concerning the potential for contamination at Nike sites is confined to personnel who were assigned to Nike sites. During deactivation most hardware was shipped to depot-level supply points. There were reportedly instances where excess materials were disposed of on or near the site itself at closure. There was reportedly no routine site decontamination.

Government Publication Date: Dec 2, 1984

PHMSA Pipeline Safety Flagged Incidents: PIPELINE INCIDENT

This list of flagged pipeline incidents is made available by the U.S. Department of Transportation (US DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA). PHMSA regulations require incident and accident reports for five different pipeline system types. Accidents reported on hazardous liquid gravity lines (§195.13) and reporting-regulated-only hazardous liquid gathering lines (§195.15) and incidents reported on Type R gas gathering (§192.8(c)) are not included in the flagged incident file data.

Government Publication Date: May 6, 2024

Material Licensing Tracking System (MLTS): MLTS

A list of sites that store radioactive material subject to the Nuclear Regulatory Commission (NRC) licensing requirements. This list is maintained by the NRC. As of September 2016, the NRC no longer releases location information for sites. Site locations were last received in July 2016.

Government Publication Date: May 11, 2021

Historic Material Licensing Tracking System (MLTS) sites: HIST MLTS

A historic list of sites that have inactive licenses and/or removed from the Material Licensing Tracking System (MLTS). In some cases, a site is removed from the MLTS when the state becomes an "Agreement State". An Agreement State is a State that has signed an agreement with the Nuclear Regulatory Commission (NRC) authorizing the State to regulate certain uses of radioactive materials within the State.

Government Publication Date: Jan 31, 2010

Mines Master Index File: MINES

The Master Index File (MIF) is provided by the United States Department of Labor, Mine Safety and Health Administration (MSHA). This file, which was originally created in the 1970's, contained many Mine-IDs that were invalid. MSHA removes invalid IDs from the MIF upon discovery. MSHA applicable data includes the following: all Coal and Metal/Non-Metal mines under MSHA's jurisdiction since 1/1/1970; mine addresses for all mines in the database except for Abandoned mines prior to 1998 from MSHA's legacy system (addresses may or may not correspond with the physical location of the mine itself); violations that have been assessed penalties as a result of MSHA inspections beginning on 1/1/2000; and violations issued as a result of MSHA inspections conducted beginning on 1/1/2000.

Government Publication Date: Feb 5, 2024

Surface Mining Control and Reclamation Act Sites: SMCRA

This inventory of land and water impacted by past mining (primarily legacy coal mining operations) is maintained by the U.S. Department of the Interior's Office of Surface Mining Reclamation and Enforcement (OSMRE), as it provides information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). This inventory contains information on the type and extent of Abandoned Mine Land (AML) Problems, as well as information on the cost associated with the reclamation of those problems. The data is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed. Disclaimer: Per the OSMRE, States and tribes who enter their data into e-AMLIS (AML Inventory System) may truncate their latitude and longitude so the precise location of usually dangerous AMLs is not revealed in an effort to protect the public from searching for these AMLs, most of which are on private property. If more precise location information is needed, please contact the applicable state/tribe of interest.

Government Publication Date: May 20, 2024

Mineral Resource Data System: MRDS

The Mineral Resource Data System (MRDS) is a collection of reports describing metallic and nonmetallic mineral resources throughout the world. Included are deposit name, location, commodity, deposit description, geologic characteristics, production, reserves, resources, and references. This database contains the records previously provided in the Mineral Resource Data System (MRDS) of USGS and the Mineral Availability System/Mineral Industry Locator System (MAS/MILS) originated in the U.S. Bureau of Mines, which is now part of USGS. The USGS has ceased systematic updates of the MRDS database with their focus more recently on deposits of critical minerals while providing a well-documented baseline of historical mine locations from USGS topographic maps.

Government Publication Date: Mar 15, 2016

DOE Legacy Management Sites: LM SITES

The U.S. Department of Energy (DOE) Office of Legacy Management (LM) currently manages radioactive and chemical waste, environmental contamination, and hazardous material at over 100 sites across the U.S. The LM manages sites with diverse regulatory drivers (statutes or programs that direct cleanup and management requirements at DOE sites) or as part of internal DOE or congressionally-recognized programs, such as but not limited to: Formerly Utilized Sites Remedial Action Program (FUSRAP), Uranium Mill Tailings Radiation Control Act (UMTRCA Title I, Tile II), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), Decontamination and Decommissioning (D&D), Nuclear Waste Policy Act (NWPA). This site listing includes data exported from the DOE Office of LM's Geospatial Environmental Mapping System (GEMS). GEMS Data disclaimer: The DOE Office of LM makes no representation or warranty, expressed or implied, regarding the use, accuracy, availability, or completeness of the data presented herein.

Government Publication Date: Dec 12, 2023

Alternative Fueling Stations: ALT FUELS

This list of alternative fueling stations is sourced from the Alternative Fuels Data Center (AFDC). The U.S. Department of Energy's Office of Energy Efficiency & Renewable Energy launched the AFDC in 1991 as a repository for alternative fuel vehicle performance data, which provides a wealth of information and data on alternative and renewable fuels, advanced vehicles, fuel-saving strategies, and emerging transportation technologies. The data includes Biodiesel (B20 and above), Compressed Natural Gas (CNG), Electric, Ethanol (E85), Hydrogen, Liquefied Natural Gas (LNG), Propane (LPG), and Renewable Diesel (R20 and above) fuel type locations.

Government Publication Date: Aug 29, 2024

Superfunds Consent Decrees: CONSENT DECREES

This list of Superfund consent decrees is provided by the Department of Justice, Environment & Natural Resources Division (ENRD) through a Freedom of Information Act (FOIA) applicable file. This listing includes Cases filed since 2010 limited to the following: Consent Decrees for CERCLA or Superfund Sites filed and/or as proposed within the ENRD's Case Management System (CMS); and applicable ENRD's Environmental Defense Section (EDS) CERCLA Cases with "Consent" in History Note. CMS may not reflect the latest developments in a case, nor can the agency guarantee the accuracy of the data. ENRD Disclaimer: Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA; response is limited to those records that are subject to the requirements of the FOIA; however, this should not be taken as an indication that excluded records do, or do not, exist.

Government Publication Date: Jun 26, 2024

Air Facility System: AFS

This EPA retired Air Facility System (AFS) dataset contains emissions, compliance, and enforcement data on stationary sources of air pollution. Regulated sources cover a wide spectrum; from large industrial facilities to relatively small operations such as dry cleaners. AFS does not contain data on facilities that are solely asbestos demolition and/or renovation contractors, or landfills. ECHO Clean Air Act data from AFS are frozen and reflect data as of October 17, 2014; the EPA retired this system for Clean Air Act stationary sources and transitioned to ICIS-Air.

Government Publication Date: Oct 17, 2014

Registered Pesticide Establishments: SSTS

This national list of active EPA-registered foreign and domestic pesticide and/or device-producing establishments is based on data from the Section Seven Tracking System (SSTS). The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Section 7 requires that each producing establishment must place its EPA establishment number on the label or immediate container of each pesticide, active ingredient or device produced. An EPA establishment number on a pesticide product label identifies the EPA registered location where the product was produced. The list of establishments is made available by the U.S. Environmental Protection Agency (EPA).

Government Publication Date: Feb 29, 2024

Polychlorinated Biphenyl (PCB) Transformers: PCBT

Locations of Transformers Containing Polychlorinated Biphenyls (PCBs) registered with the United States Environmental Protection Agency. PCB transformer owners must register their transformer(s) with EPA. Although not required, PCB transformer owners who have removed and properly disposed of a registered PCB transformer may notify EPA to have their PCB transformer de-registered. Data made available by EPA.

Government Publication Date: Oct 15, 2019

Polychlorinated Biphenyl (PCB) Notifiers: PCB

Facilities included in the national list of facilities that have notified the United States Environmental Protection Agency (EPA) of Polychlorinated Biphenyl (PCB) activities. Any company or person storing, transporting or disposing of PCBs or conducting PCB research and development must notify the EPA and receive an identification number.

Government Publication Date: May 23, 2024

Power Plants: POWER PLANTS

This list of power plants is provided by the U.S. Energy Information Administration (EIA). The listing includes operable electric generating plants in the United States by energy source, originating from the EIA-860, Annual Electric Generator Report; EIA-860M, Monthly Update to the Annual Electric Generator Report; and EIA-923, Power Plant Operations Report. It includes all operable plants by energy source with a combined nameplate capacity of 1 megawatt or more that are operating, are on standby, or out of service for short- or long-term.

Government Publication Date: Apr 15, 2024

State

Historic Potential Business Activity Risk: HIST RISK

Proprietary list of sites identified as potentially having engaged in business activity that poses a higher-than-normal risk of contamination. Records originate from historical city directories, and are included in this list based on broad business categories Potentially Hazardous Chemical Users and Fuel and Automotive, including but not limited to Dry Cleaners and Fuel Stations, Garages, etc. Inclusion in this listing does not indicate that there is or ever has been contamination; rather, sites are included in this list due to their potential for having engaged in a business activity presenting an elevated risk of contamination. The list was compiled from various city directories including Polks, Millers, Mullin Kille, Interstate Directory, and State Directory Co; spanning roughly 1920s through 1960 depending on information available by city.

Government Publication Date: Jan 1, 1960

Priority Ranking List: PRIORITYCLEAN

The Florida Legislature has established a state-funded program to cleanup properties that are contaminated as a result of the operations of a drycleaning facility or wholesale supply facility (Chapter 376, Florida Statutes). The program is administered by the Florida Department of Environmental Protection (FDEP). The statute was sponsored by the drycleaning industry to address environmental, economic, and liability issues resulting from drycleaning solvent contamination. The program provides limited liability protection to the owner, operator and real property owner of drycleaning or wholesale supply facilities for cleanup of drycleaning solvent contamination if the parties meet the eligibility conditions stated in the law.

Government Publication Date: Mar 31, 2025

Dry Cleaning Facilities: DRYCLEANERS

A listing of dry cleaning facilities registered with the Florida Department of Environmental Protection (FDEP). The information contains facility identification number, site location information, related party (owner) information, and facility type and status. Data is taken from the Storage Tank & Contamination Monitoring database, the registration repository of dry cleaner facility data.

Government Publication Date: Dec 16, 2024

Delisted Dry Cleaning Facilities: DELISTED DRYCLEANERS

List of sites removed from the drycleaners database made available by the Florida Department of Environmental Conservation (DEC).

Government Publication Date: Dec 16, 2024

Historical Dry Cleaners: HISTORICAL DRYC

The Florida Department of Environmental Protection (FDEP) provided this historical database of regulated and non-regulated dry cleaning facilities. These facilities were at one time tracked and registered by the FDEP OCULUS Electronic Document Management System as "drums" in the underground storage tank database.

Government Publication Date: Aug 2, 2013

Oil and Hazardous Materials Incidents: SPILLS

Statewide listing of oil and hazardous materials spills and incidents recorded by the Florida Department of Environmental Protection (FDEP).

Government Publication Date: Feb 26, 2025

Contaminated Sites: DWM CONTAM

Florida Department of Environmental Protection (FDEP) Division of Waste Management (DWM) listing of active or known sites that include sites requiring cleanup but are not actively being worked on due to the agency's lack of funding (primarily petroleum and drycleaning).

Government Publication Date: Mar 3, 2025

Delisted Contaminated Sites: DEL CONTAM SITE

List of sites which were once included on the Florida Department of Environmental Protection (FDEP) Division of Waste Management (DWM)'s Contaminated Sites list. As sites on the Contaminated Sites (CS) list are cleaned up or closed under risk based corrective action, they are removed from the CS list.

Government Publication Date: Sep 30, 2015

Aqueous Film Forming Foam (AFFF): PFAS AFFF

A list of fire fighter training facilities that use or possibly used Aqueous Film Forming Foam (AFFF). This list is made available by the Florida Department of Environmental Protection (DEP).

Government Publication Date: Aug 29, 2024

PFAS Investigation at Federal Facilities: PFAS

List of sites - including Federal Facilities - in Florida at which either a) there has been confirmed or suspected usage of Aqueous Film Forming Foam (AFFF), or b) the Division of Waste Management has identified as a potential source or environmental impact related to per- and polyfluoroalkyl substances (PFAS). The Florida Department of Environmental Protection (DEP) is committed to the protection of the groundwater resources of the state and the public health and safety of residents. The DEP will continue its efforts to investigate and understand PFAS in the environment and the ecological and human health risks associated with PFAS contamination. Listings made available by the Florida Department of Environmental Protection (DEP).

Government Publication Date: Apr 9, 2025

Ground Water Contamination Areas: GW CONTAM

List of areas of known groundwater contamination made available by the Florida Department of Environmental Protection (DEP). 38 counties have been delineated primarily for the agricultural pesticide ethylene dibromide (EDB), and to a much lesser extent, volatile organic and petroleum contaminants. Permitted water wells in these areas must meet specific well construction criteria and water testing prior to well use. This dataset only indicates the presence or absence of specific groundwater contaminants and does not represent all known sources of groundwater contamination in the state of Florida.

Government Publication Date: Jul 12, 2023

Underground Injection Control Wells: UIC

Class I Underground Injection Control (UIC) wells that are currently or were previously active, as well as proposed sites, regulated by the Florida Department of Environmental Protection (FDEP). Class I UIC wells are used to inject nonhazardous waste, hazardous waste (new hazardous waste wells were banned in 1983), or municipal waste below the lowermost underground source of drinking water.

Government Publication Date: Apr 10, 2025

Well Surveillance Program Facilities: WELL SURVEILLANCE

List of facilities made available by the Florida Health Well Surveillance group. The Well Surveillance group manages several programs to identify and monitor areas in Florida where contaminated drinking water is suspected and may pose a threat to public health. The section coordinates with the County Health Departments (CHDs) to locate potable wells and conduct water sampling for contaminants of concern. The Well Surveillance Section is composed of the State Underground Petroleum Environmental Response Act (SUPER Act), Drinking Water Toxics Program (Toxics), Drycleaner Solvent Cleanup Program (DSCP). Includes locations of known cattle dipping vats.

Government Publication Date: Mar 26, 2025

Cattle Dip Vats: CDV SOUTHEAST

A list of Cattle Dip Vats in Southeast Florida made available by the Florida Department of Environmental Protection.

Government Publication Date: Jan 19, 2017

Tier 2 Report: TIER 2

A list of Tier 2 facilities in the state of Florida. The list tracks the inventory of chemicals within a particular facility. This list is provided by the Florida Division of Emergency Management.

Government Publication Date: Apr 2, 2024

Delisted County Records: DELISTED COUNTY

Records removed from county databases. Records may be removed from the county lists made available by the respective county departments because they are inactive, or because they have been deemed to be below reportable thresholds.

Government Publication Date: Mar 20, 2025

Tribal

No Tribal additional environmental record sources available for this State.

County

No County additional environmental databases were selected to be included in the search.

Definitions

Database Descriptions: This section provides a detailed explanation for each database including: source, information available, time coverage, and acronyms used. They are listed in alphabetic order.

Detail Report: This is the section of the report which provides the most detail for each individual record. Records are summarized by location, starting with the project property followed by records in closest proximity.

Distance: The distance value is the distance between plotted points, not necessarily the distance between the sites' boundaries. All values are an approximation.

Direction: The direction value is the compass direction of the site in respect to the project property and/or center point of the report.

Elevation: The elevation value is taken from the location at which the records for the site address have been plotted. All values are an approximation. Source: Google Elevation API.

Executive Summary: This portion of the report is divided into 3 sections:

'Report Summary'- Displays a chart indicating how many records fall on the project property and, within the report search radii.

'Site Report Summary'-Project Property'- This section lists all the records which fall on the project property. For more details, see the 'Detail Report' section.

'Site Report Summary-Surrounding Properties'- This section summarizes all records on adjacent properties, listing them in order of proximity from the project property. For more details, see the 'Detail Report' section.

Map Key: The map key number is assigned according to closest proximity from the project property. Map Key numbers always start at #1. The project property will always have a map key of '1' if records are available. If there is a number in brackets beside the main number, this will indicate the number of records on that specific property. If there is no number in brackets, there is only one record for that property.

The symbol and colour used indicates 'elevation': the red inverted triangle will dictate 'ERIS Sites with Lower Elevation', the yellow triangle will dictate 'ERIS Sites with Higher Elevation' and the orange square will dictate 'ERIS Sites with Same Elevation.'

Unplottables: These are records that could not be mapped due to various reasons, including limited geographic information. These records may or may not be in your study area, and are included as reference.

APPENDIX I

SITE PHOTOGRAPHS

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Photo 1: Northeast section of the subject property facing southwest



Photo 2: Southeast section of the subject property facing northwest

SITE PHOTOGRAPHS



Photo 3: Southwest section of the subject property facing northeast



Photo 4: Transformer on the east property line



Photo 5: Shipping container on the southwest corner of the property



Photo 6: Debris on the east property line



Photo 7: Home on the north adjoining property



Photo 8: Park on the northeast adjoining property



Photo 9: Home on the east adjoining property



Photo 10: Small scale tree nursery on the east adjoining property



Photo 11: Apartments on the south adjoining property



Photo 12: Apartments on the west adjoining property

SITE PHOTOGRAPHS

APPENDIX J

INTERVIEW DOCUMENTATION

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USER INTERVIEW RECORD

PROJECT:	Family - 2100 Yates Road, Kissimmee, Florida
COMPLETED BY NAME & TITLE:	Jake Trammell Development Analyst
EMAIL:	Jake.trammell@Dominiuminc.com
DATE:	4.2.2025

The *User* (client) must provide the following information to the *Environmental Professional To qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments")*. Failure to provide this information could result in a determination that "*all appropriate inquiry*" is not complete.

1. Did a search of *recorded land title records* (or judicial records where appropriate) identify environmental liens (ELs) filed or recorded against the *property* under federal, tribal, state, or local law (40 CFR 312.26)?

☐ **YES** ☒ **NO** If **YES**, explain: _____

_____

2. Did a search of *recorded land title records* (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or *institutional controls* that are in place at the *property* and/or have been filed or recorded against the *property* under federal, tribal, state, or local law (40 CFR 312.26)?

☐ **YES** ☒ **NO** If **YES**, explain: _____

_____

3. Do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an adjoining *property* so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312.28)?

☐ **YES** ☒ **NO** If **YES**, explain: _____

_____

4A. Does the purchase price being paid for this *property* reasonably reflect the fair market value of the *property*? ☒ **YES** ☐ **NO**

4B. If **NO**, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *property* (40 CFR 312.29)? ☐ **YES** ☐ **NO** If **YES**, explain:_____

_____

5. Are you aware of commonly known or *reasonably ascertainable* information about the *property* that would help the *Environmental Professional* to identify conditions indicative of releases or threatened releases (40 CFR 312.30)?

☐ **YES** ☒ **NO** If **YES**, explain: _____

_____

a.) Do you know any of the past uses of the *property*?

☐ **YES** ☒ **NO** If **YES**, explain: _____

b.) Do you know of specific chemicals that are present or once were present at the *property*?

☐ **YES** ☒ **NO** If **YES**, explain: _____

c.) Do you know of spills or other chemical releases that have taken place at the *property*?

☐ **YES** ☒ **NO** If **YES**, explain: _____

d.) Do you know of any environmental cleanups that have taken place at the *property*?

☐ **YES** ☒ **NO** If **YES**, explain: _____

6. Based on your knowledge and experience related to the *property*, are there any *obvious* indicators that point to the presence or likely presence of releases at the *property* (40 CFR 312.31)?

☐ **YES** ☒ **NO** If **YES**, explain: _____

ALSO NEEDED:

(a) The reason why the Phase I ESA is being performed;

The Phase I is needed to make sure there are no environmental concerns and the property is suitable to construct multi-family housing on before we purchase the property.

(b) The type of *property* and type of *property* transaction, for example, sale, purchase, refinance, foreclosure, exchange, etc.;

Vacant and purchase

(c) The complete and correct address for the subject property (a map or other documentation showing the subject property location and boundaries is helpful);

2100 Yates Road, Kissimmee, Florida 34746

(d) Identification of all parties who will rely on the Phase I Report;

Buyer and seller

(e) Identification of the site contact and how the contact can be reached;

Tim Dickerson (407) - 923 - 2392

(f) Any special terms and conditions which must be agreed upon by the Environmental Professional.

NO

(g) Any other knowledge or experience with the subject property that may be pertinent to the environmental professional (for example, copies of any available prior environmental site assessment reports, documents, correspondence, etc., concerning the subject property and its environmental condition). A Phase I performed in 2016. This was before the property was platted into 3 separate parcels.

OWNER INTERVIEW RECORD

PROJECT:	Dominium Purchase
COMPLETED BY NAME / TITLE:	Talisman Partners
PHONE / EMAIL:	321-231-4520 / tgunther580@gmail.com
DATE:	16 April 2025

1. How long have you owned the subject property? Since November 2017

2. What is the use of the subject property? Vacant Land

3. Indicate the utility providers to the subject property as applicable:
Drinking Water: Toho Water Authority
Sanitary Sewer: "
Electric: Kissimmee Utility Authority
Natural Gas: TECO
Other [Irrigation/Drinking Water Well(s), Septic System(s)]: N/A

4. Do you have any knowledge of prior usage of the subject property? Adjoining properties?
☒ **YES** ☐ **NO** If **YES**, explain: In the 1950's property was an active citrus grove

5. Are you aware of any environmental concerns regarding the subject property or adjoining properties?
☐ **YES** ☒ **NO** If **YES**, explain:

6. Are you aware of any underground storage tanks, aboveground storage tanks or other storage or use of petroleum products or hazardous materials at the subject property?
☐ **YES** ☒ **NO** If **YES**, explain:

7. Are you aware of any Safety Data Sheets for any chemicals stored or used at the subject property?
☐ **YES** ☒ **NO** If **YES**, explain:

8. Are you aware of any environmental site assessment reports, environmental compliance audit reports that exist for the subject property?
☒ **YES** ☐ **NO** If **YES**, can you provide a copy? We completed a phase 1 study in 2018

9. Are you aware of any Community Right-to-Know Plans, health and safety plans, spill prevention, countermeasure, and control plans for the subject property?

☐ **YES** ☒ **NO** If **YES**, explain: _____

_____

10. Are you aware of any environmental permits for the subject property (e.g. solid waste disposal permits, hazardous waste disposal permits, wastewater permits, NPDES permits, underground injection permits)?

☐ **YES** ☒ **NO** If **YES**, explain: _____

_____

11. Do you know of spills or chemical releases that have taken place at the subject property?

☐ **YES** ☒ **NO** If **YES**, explain: _____

_____

12. Do you know of any environmental cleanups that have taken place at the subject property?

☐ **YES** ☒ **NO** If **YES**, explain: _____

_____

13. Are you aware of any government notices or past, pending or threatened litigation or administrative proceeding regarding any possible violations of environmental laws or liabilities relating to hazardous substances or petroleum products at the subject property?

☐ **YES** ☒ **NO** If **YES**, explain: _____

_____

14. Can you provide contact information for any of the past owners or occupants of the subject property?

☐ **YES** ☒ **NO** If **YES**, provide name and phone number or email address:

_____

15. Provide the name and email or phone number of the key site manager:

Thomas Ginther, Tel. 321-231-4520, tginther580@gmail.com

16. Provide any other helpful information about the property: _____

_____

_____

From:	Smith, Jeffrey W
To:	Chris McCormick, L.E.P.
Cc:	Knox, Elena; Senninger, Lauren; Mills, Veronica; Ulery, Sheryl P; publicrecordsrequest@flhealth.gov
Subject:	RE: Public Records Request - P134239-042425 - 2100 Yates Rd
Date:	Friday, April 25, 2025 7:39:30 AM

Good Morning,

After a check of our database, no records for septics or wells were found for that address listed below. For the other items listed, you may also want to check with the Department of Environmental Protection.

Thank you

Jeffrey Smith

Environmental Administrator
Environmental Health

Florida Department of Health in Osceola County
1 Courthouse Square Suite 1200
Kissimmee, FL 34741

Phone #: 407-742-8609
Fax#: 407-552-0160

Please Note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your email communication may therefore be subject to public disclosure.

Mission: To protect, promote and improve the health of all people in Florida through integrated state, county and community efforts

Customer Name: Chris McCormick
Email Address: cmccormick@teamUES.com
Phone: 4074230504A

Describe the Record(s) Requested: I am conducting a Phase I Environmental Site Assessment at 2100 Yates Road in Kissimmee, Osceola County, Florida 34746.
It is one tax parcel (ID#: 18-25-29-2115-0001-0030)
See attached site plan

Do you have any records related to environmental issues at this site (i.e. wells, septic systems, petroleum product/hazardous substance use, storage or disposal, spills, releases or cleanups)?

From:	Terri Cole (Osceola County Board of County Commissioners)
To:	Chris McCormick, L.E.P.
Subject:	Osceola County Fire Rescue & EMS - Fire/EMS Records Request FIRE-EMS-2025-333: No Responsive Information
Date:	Thursday, April 24, 2025 1:50:31 PM
Attachments:	ATT00001.png

RE: Records Request: Request Number: FIRE-EMS-2025-333 - Submitted On: 4/24/2025

Dear Requester,

After a review of Osceola County Fire Rescue & EMS records, it has been determined that there are no records responsive to your request. As a result, your request is considered closed - please contact our office with any questions.

Thank you,



Osceola County Fire Rescue & EMS
2586 Partin Settlement Road
Kissimmee, Florida 34744
osceolafirerescue@osceola.org
(407) 742 - 7000

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justfoia
an MCCi brand

From: Tameara Crespo (Kissimmee, FL)
To: Chris McCormick, L.E.P.
Subject: PRR2025-545 - Public Records Request Now Complete
Date: Wednesday, April 30, 2025 1:12:39 PM
Attachments: ATT00001.png

The results of your Public Records Request, and payment receipt if applicable, are now available at the following link: Request Number: PRR2025-545. Your documents will be available at the bottom of the portal once you enter your request number (in all capital letters) and your security key.

Request Number: PRR2025-545
Security Key: D439A8EE

If you require additional information or have any questions, please contact our office at 407-518-2308. This request is now complete, and any responses to this email will not be received. If you desire additional records, please fill out a new request form.

Thanks,
City Clerk's Office
407-518-2308



APPENDIX K

QUALIFICATIONS

Grounded in Excellence

Christopher McCormick

Environmental Project Manager

Christopher McCormick has 21 years of professional experience in the environmental consulting industry. He has managed and performed numerous asbestos inspections and supervised various contaminated soil and mold abatements in Florida. Christopher also has extensive experience sampling soil, groundwater from wells, mold, and asbestos containing materials (ACM). He has also installed numerous temporary wells and installed erosion control fencing. He has also performed Infrared scans using a thermo-camera during inspections of commercial/residential properties for moisture and indoor air quality (IAQ) surveys. Christopher has also performed construction materials testing: slump tests, air content test, concrete cylinders, density testing with a nuclear gauge. His most recent relevant project experience includes: completion of Transaction Screen Process (TSP) reports and Phase I Environmental Site Assessments (ESA).

Education

BS in Biology, University of Central Florida

Years of Experience

Total 21/ UES 10

Certifications

- 40-Hour Hazardous Waste Operations and Emergency Response Training (HAZWOPER)
- 8-Hour OSHA Health and Safety Refresher Training, Full Face Respirator Test
- Florida Stormwater Erosion Inspector
- Asbestos Survey & Mechanical Training (AHERA Building Inspector)
- NIOSH 582 Equivalent – Level I

PROJECT EXPERIENCE

Former S&H Fabrication Annual Spring 2013 Semi-Annual Surface Water and Groundwater Monitoring Report, Orange County Solid Waste Management Facility, 5901 Young Pine Road

Orlando, Orange County, Florida

The subject property, an Orange County Solid Waste Management Facility (OCSWMF), is managed by the OCUSWD. It is comprised of two scale houses, eight retention ponds, a compost yard, a used tire processing area, one active and three closed Class I Landfill cells, one active and one closed Class III Landfill cells, and various other operating facilities. The semi-annual surface water and groundwater monitoring is conducted in accordance with OCSWMF's Monitoring Plan Implementation Schedule (MPIS) attached to the Landfill Operations Permit Number SF48-0128169-032. Christopher collected the samples for this semi-annual surface water and groundwater sampling event from four of the eight designated surface water monitoring locations (SW-P5, SW-P6, SW-P11, and SW-P12) at the subject property for quality assurance/ quality control purposes. He also inspected the monitor wells to ensure that they are functioning properly.

Asbestos Survey, Six Vacant Duplex Structures, City of Ocoee Public Works

Orange County, Florida

Christopher performed pre-demolition asbestos surveys and sampling of the interiors, exteriors and roofs of the six vacant residential structures constructed in 1950 to identify suspect ACM for the City of Ocoee Public Works Department. All of the structures were constructed with concrete block walls and wood roof systems. Christopher obtained samples of building materials which were observed during a walk-through inspection of the subject facilities that are typically suspected of containing asbestos as a constituent. The bulk samples were submitted to an NVLAP approved laboratory for analysis using EPA approved methods for industry accepted standards. According to Federal Regulation 49 CFR, Part 763 (AHERA), under the direction of an asbestos consultant licensed in the State of Florida, Mr. Robert Sport and Chris, conducted these activities and compiled and submitted a detailed report to the City of Ocoee.

Operation and Maintenance (O&M) of Remedial System

Sanford, Seminole County, Florida

Christopher assisted the project manager for annual this remedial O&M project. His duties/responsibilities included sample collection and analysis for annual report, cleaning and general maintenance of the treatment system, and repairs to the treatment system which was damaged by lightning. Universal designed and implemented the Remedial Action Plan and is responsible for all reporting to the Florida Department of Environmental Protection (FDEP) Central District, as well as summarizing the remedial activities conducted periodically.

Phase I ESA, Lake Charm Drive Subdivision

Oviedo, Seminole County, Florida

The subject property being considered for re-development as a new residential subdivision consisted of approximately 38 acres. Christopher conducted an evaluation of the past and current uses of subject property and surrounding properties to identify recognized environmental conditions which would warrant further evaluation with respect to the range of contaminants within the scope of Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. 9601) and petroleum products.

Limited Groundwater Screening, WaWa Facility 5820 Edgewater Drive

Orlando, Orange County, Florida

Christopher collected the samples for this limited groundwater screening project.

Melisse T. James, PE

Environmental Department Manager

Melisse James has 17 years of project management experience in the environmental consulting industry. She has performed numerous Phase I and Phase II Environmental Site Assessments (ESAs) for industrial and commercial use properties. She routinely provides environmental investigative, remediation, and monitoring services for sites where petroleum products and hazardous substances are present.

Education

BS, Biological Sciences, Florida State University

BS, Environmental Engineering, University of Central Florida

Years of Experience

17

Licenses

- Professional Engineer - FL #90996

Certifications

- OSHA, Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification

PROJECT EXPERIENCE

Phase I ESAs, Industrial, Commercial and Agricultural Sites

Various Counties, Florida

Ms. James has been responsible for environmental assessments on various commercial and industrial sites for real estate transactions in which the properties are evaluated for potential exposure from hazardous materials and petroleum products. The assessments are completed in accordance within the guidelines set forth in ASTM E1527-13. Included within these assessments are a review of current and historical ownership and land use activities, examination of available historical records such as aerial photography, city directories, and fire insurance maps, evaluation of pertinent regulatory records, and preparation of final reports that detail the findings and recommendations regarding further action that may be warranted.

Environmental Services for National Bank Client

Various Counties, Florida, Georgia and Alabama

Ms. James has been the national account manager for a national bank client for over one year. Ms. James has provided project management for various environmental services including Phase I and II ESAs, limited soil, vapor and groundwater assessments, asbestos surveys, and lead-based paint evaluations for properties in Florida, Georgia, and Alabama. She routinely provides consulting services to the client's environmental risk department in order to evaluate environmental risks associated with pending real estate transactions.

Groundwater Assessment and Remediation, Commercial Site

Orlando, FL

Ms. James was the project manager for this groundwater assessment and remediation project. A petroleum product discharge was present on the property, which was delineated and subsequently remediated through the application of bioremediation products and air sparging of the impacted groundwater. Following quarterly groundwater monitoring activities to demonstrate proper cleanup of the discharge, the facility received site closure status by the Florida Department of Environmental Protection (FDEP).

Soil Delineation and Source Removal, Former Plant Nursery

Apopka, Orange County, FL

Ms. James provided project management for the delineation and removal of approximately 420 cubic yards of pesticide-impacted soils at a former plant nursery. Ms. James prepared and issued a final report to the FDEP. Upon completion of the source removal, site closure was approved by the FDEP due to demonstration of proper cleanup.

Environmental Services, Former Drum Recycling and Paint Manufacturing Facility

Winter Springs, Seminole County, FL

Ms. James provided project management for environmental services including a Phase I ESA, Phase II ESA, and Soil and Groundwater Assessment for a property that was historically developed with a drum recycling facility and paint manufacturing plant. The facility was designated as a Brownfield Site prior to UES' effort due to the presence of documented chlorinated solvent and petroleum contamination. However, the potential presence of undocumented contamination at areas where structures were formerly present that had not been assessed for a wide variety of contaminants was identified in the Phase I ESA. Subsequent soil and groundwater testing was performed at the locations of concern. Approximately 4.5 acres of soil impacted with organochlorine pesticides, metals, petroleum products and polychlorinated biphenyls were delineated at the site. The FDEP later approved the contamination assessment. Site closure is anticipated through the implementation of engineering and institutional controls to minimize possible exposure.

Soil and Groundwater Assessment, Industrial Site

Orlando, Orange County, FL

Ms. James is providing project management for the ongoing assessment of a chlorinated solvent plume at an existing industrial facility. The assessment was initiated due to the detection of chlorinated solvents in a breached Floridan aquifer supply well by the Florida Department of Health. Due to the discovery of the chlorinated solvents along the property boundaries, Site Access Agreements were prepared and authorized by neighboring property owners to allow an evaluation of off-site impacts. At this time, off-site assessments are occurring to determine the extent of the groundwater contamination. The depth of contamination extends from the top of the water table to a depth of approximately 75 feet below land surface. Ms. James is providing reporting and coordination with the Florida Department of Environmental Protection and property owner during the assessment phase. At the time the assessment is complete, UES anticipates the completion of remedial action and long-term monitoring of the groundwater contamination.

Environmental Services, Proposed Mixed-Use Development

Orlando, Orange County, FL

Ms. James provided project management for environmental services including a Phase I ESA, Phase II ESA, Soil Vapor Assessment, and Groundwater Assessment for multiple parcels of commercially and industrially developed land planned for redevelopment into a mixed-use commercial and residential development. Ms. James provided consulting services regarding the presence of on-site contamination related to past petroleum product discharges, railroad bed contamination, former registered and unregistered storage tanks, and off-site chlorinated solvent contamination. She provided project management for an assessment of possible soil vapor encroachment due to the subsurface contamination. In addition, she provided project management for groundwater testing needed for possible dewatering treatment during the construction phase.

INTRODUCTION

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RESPONSIBILITIES OF THE AGENT

A. The Owner's representative (Agent) shall have the responsibility for marketing, maintenance, management of tenant relationships, on-site personnel and physical control and administration of the Project. The Owner's representative (Agent) with direct responsibility for this Project is Dominium Florida Management Services, LLC (DMS), telephone number (763) 354-5500. The day-to-day operations of the Project are the responsibility of the community manager. All maintenance and rent collection and leasing problems, which cannot be resolved on-site, are directed to the assigned Regional Property Manager for the area.

B. The Management Agent must consult the Owner on; 1) those items not considered routine management and maintenance, and 2) any non-recurring expenses over $5,000.00.

C. Except for the conditions outlined in Item B above, the Management Agent may make those decisions deemed necessary for the effective operation of the Project.

D. Devon M. Quist is the key contact person representing the Owner. Mr. Devon M. Quist has complete decision-making powers for this property.

E. DFMS shall have the day-to-day responsibilities for the administration and operation of the Project. These duties shall include, but are not limited to:

1. Thorough familiarization with the character, location, construction, layout plan and operation of the Project; and especially of the electrical, heating, plumbing, air conditioning and ventilation systems, elevator and all other mechanical equipment.

2. Preparation of all leases for dwelling units, parking permits, etc., and the execution of the same in the name of the Owner.

3. Lease renewals of tenants on an annual basis.

4. Collection of rents, charges and other account receivables on behalf of the Owner in conjunction with the management and operation of the Project.

5. Collection and disbursement of security deposits.

6. Development of daily maintenance schedules and practices to cause the Project to be kept in an acceptable condition at all times, including ordinary painting, decorating, carpentry, grounds care, minor plumbing, electrical, heating, ventilating, air conditioning repairs and other such maintenance repair work which may be necessary.

7. Preventive maintenance scheduling.

8. Enforcement of contracts with qualified independent contractors for maintenance and repair of air conditioning systems, and for extraordinary repairs beyond the capability of regular maintenance employees.

9. Arrange for water, electricity, gas, sewage and trash disposal, vermin extermination, decorating, and laundry facilities, telephone services with appropriate municipal and private contractors; enter into such contracts as may be necessary on behalf of the Owner.

10. The manager shall be an employee(s) of the Agent. All applicable, non-discrimination (EEO) regulations of the Federal government and DFMS will be followed in hiring such personnel.

11. Maintain a comprehensive system of records, books and accounts in accordance with HUD requirements.

12. Institute and maintain an active community with tenant involvement that may include services from the local community resources.

13. Affirmative action toward the establishment of a cooperative working relationship with the tenants.

14. Other duties and responsibilities as they become apparent and appropriate for the management of the Project.

PERSONNEL POLICY AND STAFFING ARRANGEMENTS

A. DFMS subscribes to and actively supports the Civil Rights Law of 1964. Specifically, we nor any of our employees will not deny employment to any applicant on the basis of race, religion, color, national origin, sex or marital status.

B. It is anticipated that the staffing requirements for the proper maintenance of the Project will include a one Community Manager, one Assistant Manager, two Leasing

Consultants, one Maintenance Supervisor, two Maintetance Technicans, and one Groundskeeper. All other necessary personnel would be hired as outside contractors.

C. Administrative/management functions that relate to lease processing, and DFMS monthly occupancy reports will be handled by the community manager.

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A. Applications will be taken by the community manager. The public will be made aware of the need for applications through relevant and available advertising mediums.

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D. Explanation and instruction for specific care of the unit and appliances will be given to the tenants on an individual basis by the community manager as the tenants move in and are settled.

TENANT ELIGIBILITY AND CERTIFYING/RE-CERTIFYING INCOMES

A. All application materials will be kept on file at the Project office. Gathering of documentation will be done by the community manager.

B. DFMS employees will comply with all necessary Section 42 requirements.

C. DFMS employees are knowledgeable regarding the application process. In addition, the employees of DFMS attend training seminars sponsored by Dominium.

TENANT LEASING POLICIES

A. Leasing policies and the procedures are established in accordance with DFMS Operations Policies and Procedures Manual. Policies for leasing and occupancy are to be in accordance with State Agency requirements.

B. DFMS employees are knowledgeable of required lease clauses and prohibited lease clauses.

C. All rules for occupancy are outlined in the lease and tenant handbook, which each tenant receives. In addition, a copy of the tenant handbook and house rules is posted in the office and available for review.

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1. Rents are to be paid at the Project office. Rental collection and the issuance of rent receipts will be the community manager's responsibility. It is anticipated that the manager will set aside the first week of the month to collect rents.

2. All rents will be collected at the on-site office. There is no provision for an after-hours depository.

3. Rents will be charged according to the approved rent schedule.

4. Rent will include the following services: (differentiate between what Dominium will be covering and what the resident is responsible for, will vary)
   a. Trash removal
   b. Routine & preventative maintenance

5. Residents will be responsible for charges related to:
   a. Electricity
   b. Water & Sewer
   c. Cable
   d. Internet
   e. Telephone.

B. Security deposits will be required of all tenants before they can occupy their unit. The amount of the security deposit will be identified in their lease. All security deposits and interest earned will be credited to the tenants and returned at the time of move-out provided no rent, late charges or damages are due to the Owner.

MAINTENANCE AND REPAIR PROGRAM

A. DFMS uses a preventive maintenance program in all their projects to reduce long-term capital expenditures. A complete description of this plan is outlined in DFFMS Operations Policies and Procedures Manual. The preventive maintenance program will be monitored and implemented by the Community Manager.

B. The Project's as-built plans and specifications will be located at the corporate office of DFMS. It will be the responsibility of DFMS to update plans and specifications when Project modifications are made.

C. Maintenance.

1. Subject to the Owner's or his Agent's approval, the Community Manager will contract with qualified independent contractors for the maintenance and repair of all air conditioning systems, elevators, and vermin extermination and for extraordinary maintenance requests. For work to be completed in the individual apartments the resident is asked to contact the Management Office by phone or email, or submit the request through the online resident portal. Emergency repair requests will be made directly to the manager in the most expedient manner possible. Management aims to complete all minor maintenance repairs within 24 hours of the resident's request

2. Special attention will be paid to smoke alarms, fire extinguishers, outside lighting and ice removal. All of these items will receive top priority. These items are covered thoroughly in the maintenance section of DFMS Operations Policies and Procedures Manual.

3. Prior to a resident moving out, the community manager will schedule a move-out inspection with the resident. Any damages beyond normal wear and tear will be determined by comparing the original move-in/move-out checklist with the current condition of the apartment unit. The tenant will then be informed of any such damages or repairs that they will personally be responsible for. All necessary repair and damages will then be corrected. No vacated unit will be re-rented until all necessary repairs and/or redecorating has been completed.

4. Interior and exterior painting of units will be scheduled on the basis of move-in/move-out inspections. In addition, DFMS also makes annual physical inspections of the property to help determine which occupied apartments need to be painted. All apartments are expected to be painted once every four years or as needed upon apartment turnovers.

5. The maintenance person will be responsible for daily removal or changing of trash bins to accommodate garbage and trash deposits.

6. Major repairs will be handled through coordinating the efforts of the community manager, DFMS and its employees, and the Owner if any repairs are in excess of $5,000.

   The community manager will be responsible for overseeing upkeep of the community grounds and project maintenance. Vacuuming of carpets in public areas and halls will be done on a weekly basis or more often as needed. Mopping of vinyl tile in public areas will be done once a week or as needed. Waxing will be completed as needed. The glass in all public areas will be cleaned weekly. In addition, dusting, cleaning and emptying of waste-paper baskets, sand urns, ashtrays, etc., in all public areas will be done daily or as needed.

D. Residents are instructed to report major and/or minor repair maintenance items as identified in paragraph C above.

RECORDS AND REPORTS

A. DFMS will establish and maintain a comprehensive system of records, books and accounts in a manner satisfactory to the Owner and in accordance with State Agency requirements. All Project records will be prepared by DFMS employees.

B. The lender holds replacement reserve funds in a separate account.

C. DFMS uses the Yardi Accounting program and Property Management program.

D. With respect to each fiscal year-end during the term of the management agreement, when required, DFMS will have an annual accounting compilation based upon the preparer's examination of the books and records of the Owner and DFMS. The report will be certified by the preparer and DFMS, and will be submitted to the Owner within sixty (60) days after the end of the fiscal year, for the Owner's further certification and submission. The annual financial statements will be prepared in accordance with State Agency requirements. Compensation for the preparer's services will be considered an operating expense of the development.

E. A separate file will be maintained for each tenant. The tenant files will be maintained in accordance with State Agency program requirements. The file will include the following items: the tenant's application, income verification forms, lease agreement and attachments, inspection reports for moving-in/moving-out, correspondence and notices to the tenant, and any other necessary information. These files will be retained for at least seven years after the tenant has moved out. These records will be handled and maintained by the community manager with direct supervision from DFMS corporate office.

TENANT/MANAGEMENT RELATIONS

DFMS recognizes that establishing good tenant relations is one of the most important aspects of good property management. Therefore, special emphasis will be placed on establishing a friendly and personal rapport with each tenant.

A. Orientation of the tenant to the Project will be accomplished by the Management Agent and community manager through a tenant orientation meeting.

B. DFMS thoroughly encourages each resident to participate in programs provided to each resident.

C. DFMS employees are knowledgeable of the Tenant Grievance and Appeals Procedures. A copy of the Procedures will be kept at DFMS corporate office and the Project office. Copies will be available for review during normal office hours.

EXAMINATION OF LEASES AND EVICTIONS

A. The community manager and supervisors are responsible for knowing State and local laws regarding termination of leases and eviction. The termination of leases and evictions will be in accordance with State and local requirements.

B. The community manager and supervisors are responsible for knowing State and local laws requirements regarding notification given to the tenants prior to the termination of their lease or if an eviction proposed.

C. Under State law, illegal substances, including drugs, constitutes unlawful possession of the apartment by that tenant. The Owner or his Agent is required by State law to start or authorize an eviction action against the tenant within state and local law requirements.

MANAGEMENT TRAINING

A. DFMS encourages professional growth for all employees. Management employees are required to take classes or attend seminars relating to the performance of their duties and based on the building style, programs, and resident population served. Dominium highly recommends education to help improve all job performances.

B. DFMS holds a minimum of quarterly training seminars for all employees. Training is performed by Regional Managers, corporate trainers, and outside sources related to the property management industry.

C. Employees are required to attend Fair Housing training annually. The courses are offered through local apartment associations or industry professionals and the expense for the course and attending are a property expense.

MANAGEMENT BACKGROUND AND/OR EXPERIENCE

DMS was established in 1976. Currently Dominium manages approximately 36,000 units of multi-family residential housing in the states of Arizona, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Minnesota, Mississippi, Missouri, Nebraska, Ohio, South Carolina, Tennessee, Texas, and Wisconsin. DMS works closely with the following state and federal agencies:

United States Department of Housing and Urban Development
Rural Economic and Community Development
Arizona Department of Housing
California Tax Credit Allocation Committee
Colorado Housing and Finance Authority
Florida Housing Finance Agency
Georgia Department of Community Affairs
Idaho Housing Finance Agency
Illinois Housing Development Authority
Indiana Housing Finance Agency
Iowa Finance Authority
Minnesota Housing Finance Agency
Mississippi Home Corporation
Missouri Housing Development Commission
Nebraska Investment Finance Authority
Ohio Housing Finance Agency
South Carolina State Housing Finance and Development Authority
Tennessee Housing Development Authority
Texas Department of Housing and Community Affairs
Wisconsin Housing and Economic Development Authority

MANAGEMENT AGREEMENT

A. The management fee paid to the Managing Agent is outlined in the Management Agreement.

B. Staff members on-site are the Managing Agent's employees and will be considered a project expense and DFMS will be reimbursed by the Project for payroll, taxes, and other benefit expenses for on-site employees.

OCCUPANCY POLICY

New resident selections for occupancy are made according to the approved "Resident Selection Criteria" which is posted in the office. Also posted are all state and federal regulations.

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Exhibit H

2905 Northwest Blvd, Suite 150 • Plymouth, MN 55441-2644 • Corporate 763/354-5500 • Fax 763/354-5519 • Web dominiumapartments.com

DOMINIUM

Demand Study - Family

Subject Property: 2100 Yates Rd., Kissimmee, FL - Demand

Latitude:	Longitude:
28.311166	-81.455616

Prop Address:	2100 Yates Rd.
State:	FL
County:	Osceola
City:	Kissimmee
Project Partner:	Devon Quist

Property:	***Subject***
Unit Count:	**204**
Unit Set Aside	**60%**

60% Ceiling	46,320
40% Floor	30,880

Demand	**11,193**
Capture Rate	**1.21%**

Subject Property								
Zip Code	County	State	AMI	Total Pop	Total HH	Total HH Qual	Total HH Qual Percent	LIHTC Supply
34746	Osceola County	FL	90,400	49,009	18,815	3,606	19.17%	400
32821	Orange County	FL	90,400	32,309	8,759	1,654	18.88%	178
32837	Orange County	FL	90,400	52,860	14,406	1,889	13.11%	817
34741	Osceola County	FL	90,400	51,478	14,403	3,686	25.59%	2,540
34744	Osceola County	FL	90,400	55,884	18,161	3,141	17.30%	1,583
34758	Osceola County	FL	90,400	39,409	11,252	2,826	25.11%	91
				280,949	**85,796**	**16,802**	**19.6%**	**5,609**

DOMINIUM

Best Comparables

Subject	-
2025 - 60%	**Rent**
2 Bedroom	$1,300
3 Bedroom	$1,491
4 Bedroom	$1,652
	Data
Year Built	2028
Distance	0.0
Occupancy	0%
Units	204

MARKET	
Vineland Landings	
Rent	**Advantage**
$1,769	469
$2,074	583
$0	
Data	
2019	
0.32	
96%	
267	

MARKET	
Solamar	
Rent	**Advantage**
$1,950	650
$2,395	904
$0	
Data	
2023	
0.39	
86%	
210	

MARKET	
Element Luxury	
Rent	**Advantage**
$1,665	365
$1,918	427
$2,285	633
Data	
1999/2017	
0.57	
89%	
320	

MARKET	
The Hamilton at Lakeside	
Rent	**Advantage**
$2,100	800
$0	
$0	
Data	
2020	
2.29	
91%	
108	

Vineland Landings



Solamar



Element Luxury



The Hamilton at Lakeside



Exhibit I

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INTRODUCTION

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5. The maintenance person will be responsible for daily removal or changing of trash bins to accommodate garbage and trash deposits.

6. Major repairs will be handled through coordinating the efforts of the community manager, DFMS and its employees, and the Owner if any repairs are in excess of $5,000.

   The community manager will be responsible for overseeing upkeep of the community grounds and project maintenance. Vacuuming of carpets in public areas and halls will be done on a weekly basis or more often as needed. Mopping of vinyl tile in public areas will be done once a week or as needed. Waxing will be completed as needed. The glass in all public areas will be cleaned weekly. In addition, dusting, cleaning and emptying of waste-paper baskets, sand urns, ashtrays, etc., in all public areas will be done daily or as needed.

D. Residents are instructed to report major and/or minor repair maintenance items as identified in paragraph C above.

RECORDS AND REPORTS

A. DFMS will establish and maintain a comprehensive system of records, books and accounts in a manner satisfactory to the Owner and in accordance with State Agency requirements. All Project records will be prepared by DFMS employees.

B. The lender holds replacement reserve funds in a separate account.

C. DFMS uses the Yardi Accounting program and Property Management program.

D. With respect to each fiscal year-end during the term of the management agreement, when required, DFMS will have an annual accounting compilation based upon the preparer's examination of the books and records of the Owner and DFMS. The report will be certified by the preparer and DFMS, and will be submitted to the Owner within sixty (60) days after the end of the fiscal year, for the Owner's further certification and submission. The annual financial statements will be prepared in accordance with State Agency requirements. Compensation for the preparer's services will be considered an operating expense of the development.

E. A separate file will be maintained for each tenant. The tenant files will be maintained in accordance with State Agency program requirements. The file will include the following items: the tenant's application, income verification forms, lease agreement and attachments, inspection reports for moving-in/moving-out, correspondence and notices to the tenant, and any other necessary information. These files will be retained for at least seven years after the tenant has moved out. These records will be handled and maintained by the community manager with direct supervision from DFMS corporate office.

TENANT/MANAGEMENT RELATIONS

DFMS recognizes that establishing good tenant relations is one of the most important aspects of good property management. Therefore, special emphasis will be placed on establishing a friendly and personal rapport with each tenant.

A. Orientation of the tenant to the Project will be accomplished by the Management Agent and community manager through a tenant orientation meeting.

B. DFMS thoroughly encourages each resident to participate in programs provided to each resident.

C. DFMS employees are knowledgeable of the Tenant Grievance and Appeals Procedures. A copy of the Procedures will be kept at DFMS corporate office and the Project office. Copies will be available for review during normal office hours.

EXAMINATION OF LEASES AND EVICTIONS

A. The community manager and supervisors are responsible for knowing State and local laws regarding termination of leases and eviction. The termination of leases and evictions will be in accordance with State and local requirements.

B. The community manager and supervisors are responsible for knowing State and local laws requirements regarding notification given to the tenants prior to the termination of their lease or if an eviction proposed.

C. Under State law, illegal substances, including drugs, constitutes unlawful possession of the apartment by that tenant. The Owner or his Agent is required by State law to start or authorize an eviction action against the tenant within state and local law requirements.

MANAGEMENT TRAINING

A. DFMS encourages professional growth for all employees. Management employees are required to take classes or attend seminars relating to the performance of their duties and based on the building style, programs, and resident population served. Dominium highly recommends education to help improve all job performances.

B. DFMS holds a minimum of quarterly training seminars for all employees. Training is performed by Regional Managers, corporate trainers, and outside sources related to the property management industry.

C. Employees are required to attend Fair Housing training annually. The courses are offered through local apartment associations or industry professionals and the expense for the course and attending are a property expense.

MANAGEMENT BACKGROUND AND/OR EXPERIENCE

DMS was established in 1976. Currently Dominium manages approximately 36,000 units of multi-family residential housing in the states of Arizona, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Minnesota, Mississippi, Missouri, Nebraska, Ohio, South Carolina, Tennessee, Texas, and Wisconsin. DMS works closely with the following state and federal agencies:

United States Department of Housing and Urban Development
Rural Economic and Community Development
Arizona Department of Housing
California Tax Credit Allocation Committee
Colorado Housing and Finance Authority
Florida Housing Finance Agency
Georgia Department of Community Affairs
Idaho Housing Finance Agency
Illinois Housing Development Authority
Indiana Housing Finance Agency
Iowa Finance Authority
Minnesota Housing Finance Agency
Mississippi Home Corporation
Missouri Housing Development Commission
Nebraska Investment Finance Authority
Ohio Housing Finance Agency
South Carolina State Housing Finance and Development Authority
Tennessee Housing Development Authority
Texas Department of Housing and Community Affairs
Wisconsin Housing and Economic Development Authority

MANAGEMENT AGREEMENT

A. The management fee paid to the Managing Agent is outlined in the Management Agreement.

B. Staff members on-site are the Managing Agent's employees and will be considered a project expense and DFMS will be reimbursed by the Project for payroll, taxes, and other benefit expenses for on-site employees.

OCCUPANCY POLICY

New resident selections for occupancy are made according to the approved "Resident Selection Criteria" which is posted in the office. Also posted are all state and federal regulations.

Exhibit J

2905 Northwest Blvd, Suite 150 • Plymouth, MN 55441-2644 • Corporate 763/354-5500 • Fax 763/354-5519 • Web dominiumapartments.com

Clay Whaley Rd

2929 Clay Whaley Rd, St. Cloud, FL

PRO FORMA

Unit Description	2025 NMR	Number of Units	Square Feet	2025 NMR	Rent per SqFt	Monthly Income	Annual Income
Unit Mix							
One Bedroom - One Bathroom - 60%	$ 1,092	-	801	$ 1,092	$ 1.36	$ -	$ -
Two Bedroom - Two Bathroom - 60%	1,300	105	1,101	1,300	1.18	136,500	1,638,000
Three Bedroom - Two Bathroom - 60%	1,491	210	1,254	1,491	1.19	313,110	3,757,320
Four Bedroom - Two Bathroom - 60%	1,652	105	1,481	1,652	1.12	173,460	2,081,520
Total/Average	**$ 1,483**	**420**	**1,273**	**$ 1,484**	**$ 1.17**	**$ 623,070**	**$ 7,476,840**

Income				Per Unit	Total
Gross Potential Income				$ 17,802	$ 7,476,840
Apartment Vacancy Expense		5.00%	*Apartment Vacancy*	(890)	(373,842)
Total Rental Income				$ 16,912	$ 7,102,998
Other Income					
Cable, Satellite, and Utilities Revenue				$ -	$ -
RUBS/Trash Revenue				427	179,163
Laundry/Vending				627	263,340
Tenant Charges				262	109,965
Grant Income				-	-
Parking Income				-	-
Storage Income				-	-
Miscellaneous				-	-
Total Other Income				$ 1,315	$ 552,468
Effective Gross Income				$ 18,227	$ 7,655,466

Expenses				Per Unit	Total
Operating Costs					
Marketing				$ 17	$ 7,279
Administrative				233	97,861
Insurance				1,128	473,760
Payroll				1,408	591,360
Utilities				1,066	447,906
Security				-	-
Repairs, Maintenance, and Turnover				963	404,604
Total Operating Costs				$ 4,816	$ 2,022,770
Operating Costs Less Utilities & Insurance				$ 2,622	$ 1,101,104
Non-Operating Costs	*Total Management Fee*	*Above the Line*	*Below the Line*		
Management Fee	3.00%	3.00%	0.00%	$ 547	$ 229,664
Property Tax				-	-
Replacement Reserves				300	126,000
Total Non-Operating Costs				$ 847	$ 355,664
Total Expenses				$ 5,663	$ 2,378,434

Net Operating Income	Per Unit	Total
	$ 12,564	$ 5,277,032

Kissimmee - Family

2100 Yates Road, Kissimmee, Florida

SOURCE AND USE SUMMARY

	Construction		Permanent	
Sources of Funds:	***Total***	***Per Unit***	***Total***	***Per Unit***
1st Mortgage	$ -	$ -	$ 32,210,000	$ 157,892
Tax-Exempt Construction Loan	49,000,000	240,196	-	-
Taxable Equity Bridge Loan	18,688,460	91,610	-	-
Low Income Tax Credit Equity	5,251,078	25,741	35,007,186	171,604
GP/SLP Equity	200	1	200	1
Florida Sales Tax Rebate	-	-	510,000	2,500
Cash Flow From Operations	-	-	2,437,842	11,950
Deferred Developer Fee	-	-	12,299,834	60,293
Deferred Contractor Fees	-	-	442,671	2,170
Total Source of Funds	**$ 72,939,738**	**$ 357,548**	**$ 86,647,733**	**$ 424,744**

Uses of Funds:	***Total***	***Per Unit***	***Total***	***Per Unit***
Acquisition Costs	$ 5,050,000	$ 24,755	$ 5,050,000	$ 24,755
Construction Costs	53,397,366	261,752	53,840,038	263,922
Interim Escrowed Funds	9,310,535	45,640	9,310,535	45,640
Lender or Investor Cash Reserves	-	-	965,491	4,733
Professional Services	2,204,141	10,805	2,204,141	10,805
Financings Costs - Construction Financing	431,942	2,117	431,942	2,117
Financing Costs - Permanent Mortgage	1,512,557	7,414	1,512,557	7,414
Closing Costs	344,860	1,690	344,860	1,690
Tax Credit Fees	688,336	3,374	688,336	3,374
Developer Fee	-	-	12,299,834	60,293
Total Use of Funds	**$ 72,939,738**	**$ 357,548**	**$ 86,647,733**	**$ 424,744**

Florida Housing Finance Corporation Local Government Verification Of Contribution Form

Name of Development: Dominium Kissimmee Family

Development Location: 2100 Yates Road, Kissimmee, Florida, 34746 PIN: 18-25-29-2115-0001-0030

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

Information regarding the Contribution*

Type of the ONE contribution to be used as a source*	Face amount of ONE contribution*	Net present value amount, if applicable	Contribution amount (face amount minus net present value)
Fee Deferral			
Fee Waiver		Not applicable	Not applicable
Grant		Not applicable	Not applicable
Loan to be repaid			
Loan with forgiveness	20,000	Not applicable	Not applicable

*Each form can be used for one type of funding contribution. Use multiple forms if contributing multiple types of funding sources to the same Development (e.g. a combination of loans and grants).

This contribution will not be considered Local Government Area of Opportunity funding. In certain RFAs, this contribution may make the Development eligible for points or other preferences in the selection process. There is no limit on the number of such contributions the Local Government stated above may make to Developments competing in the same RFA. Additionally, loans and grants will be eligible to be considered as a source of funding for the Development.

Certification

This amount is valid for 12 months from the date signed and may be used in any RFA in which the Applicant applies during that time unless a specific RFA is designated here: 2025-205. (Designate an RFA number here if the contribution is only valid in a specific RFA and not intended to be submitted in any other RFA.)

The city/county of Kissimmee commits the contribution stated above for the Applicant for its use solely for assisting the proposed Development referenced above. I certify that the foregoing information is true and correct, and that this commitment is effective at least through the date required in the applicable RFA.

Signature _____ Print or Type Name _____

Print or Type Title _____ Date Signed _____

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, such as the Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons as described above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 03-2025)

CITY OF KISSIMMEE
1883

AFFORDABLE HOUSING CERTIFICATION APPLICATION

PART 1: Applicant and Development Team

APPLICANT:

Name: BG Kissimmee Owner 1 LP

Address: 10900 Wayzata Blvd. Minnetonka, MN 55305

Contact Person: Matt Hodges Telephone: 262-501-8272

Email Address: matt@balsamgreen.com Web Address: balsamgreen.com

TYPE OF ORGANIZATION:

_____ Sole Proprietorship

__✓__ Limited Partnership or Limited Liability Company (if a Limited Partnership, provide name and legal entity of general partner)

_____ Non-profit Corporation (Attach name, address of officers, directors, and principal place of business, copy of By-Laws and Articles of Incorporation, and the IRS Determination Letter)

_____ Corporation (Attach name, address of officers, directors, and principal place of business and copy of By-Laws and Articles of Incorporation)

_____ Public Housing Authority created by Section 421.04, Florida Statutes

_____ Community Housing Development Organization (CHDO) acting as the:

_____ Developer

_____ Sponsor

_____ Owner

Licensed to do business in the State of Florida __✓__ YES _____ NO
(Include the Certificate of Status issued by Florida Department of State, Division of Corporations or other reasonably reliable documentation published on www.sunbiz.org)

DEVELOPMENT TEAM AND ORGANIZATIONAL CAPACITY

Developer/Builder (if different from applicant)

Name: BG Kissimmee Developer 1 LLC

Address: 10900 Wayzata Blvd. Minnetonka, MN 55305

Contact Person: Matt Hodges Telephone: 262-501-8272

Email Address: matt@balsamgreen.com Web Address: balsamgreen.com

Licensed to do business in the State of Florida ✓ YES ____ NO

Describe the Developer Experience:
See attached Exhibit 1. for Developer Experience and Past LIHTC Housing Projects.

Attach a list of housing development projects the applicant has completed in the last three years. Provide the name, a brief description, and the date completed for each project. Developer must have completed at least three affordable rental housing developments, at least one of which was financed utilizing low-income housing tax credits pursuant to Section 42, IRC since January 13, 2013.

Property Management Company

Name: Asset Living Southeast, LLC

Address: 6 Concourse Parkway Suite 600, Atlanta, GA 30328

Contact Person: Bonnie Smetzer Telephone: 321-728-4447

Email Address: bonnie.smetzer@assetliving.com Web Address: assetliving.com

Licensed to do business in the State of Florida ✓ YES ____ NO

Describe the property management experience demonstrating experience in the management of at least two affordable rental housing properties (i.e., properties funded through an affordable housing program such as Housing Credits, Tax-Exempt Bonds, HOME, SAIL, SHIP, etc.) for at least two years each.
See attached Exhibit 2.

Architect

Name: Kaas Wilson Architects

Address: 1301 American Blvd. E, Suite 100

Contact Person: Petro Megits Telephone: 612-879-6000

Email Address: petrom@kaaswilson.com Web Address: kaaswilson.com

Licensed to do business in the State of Florida ✓ YES ____ NO

Describe the qualifications for the design/construction team. List housing projects that the architect has been involved in the last three (3) years. Provide the name, a brief description, and the date completed for each project. The representative must have at least three (3) years of prior development experience.

See attached Exhibit 3. Multiple Exhibit 3's are attached and named in reference to the above.

PART 2: Development

DEVELOPMENT TYPE

Type of proposed units:

____ Garden Apartments
✓ Mid-rise with elevator
____ High Rise (a building comprised of 7 or more stories)
____ Other – Specify: ____

This RFA is restricted to Applicants proposing 100% New Construction

A. Project Information

Name of the Project: Palmera

Project Location (provide a location map and Parcel Identification Number):

See attached Exhibit 4.

Parcel Identification Number: 18-25-30-00U0-0050-0000

Description of the Project:

See attached Exhibit 5.

Assistance Requested for the Total Project:

✓ Contribution in the amount of $ 20,000
✓ Waiver of Building Fees in the amount of up to $20,000

✓ Expedited Permitting
_____ Other, Explain: _____

*The City intends to provide these funds once the units are placed in service in the form of a deferred payment loan secured by a note and a mortgage. Repayment will not be required as long as the loan is in good standing. Default on the loan would be triggered by one of the following:
a) Sale, transfer of property
b) Refinance of first mortgage
c) Foreclosure

Total number of units in the Project: Approximately 300

Compliance Period:

There is 20-year affordability period required for all set aside units.

Development Site:

Provide name and address of the development site. Include a location map of the proposed development. If the proposed development consists of scattered sites, this information must be provided for each of the scattered sites.

See attached Exhibit 6.

Provide a description of the project that includes:

- Total number of units to be constructed, along with the number of units deemed affordable
- A Unit Mix chart listing the total number of bedrooms and bathrooms per unit (ex. (10) 1BR/1BA, (15) 2br/2ba, (5) 3ba/2ba, etc.)
- Information identifying transit services and community services

See attached Exhibit 7.

Readiness to Proceed

Site Control: Applicants must demonstrate site control by providing documentation demonstrating the Applicant is a party to an eligible contract, lease, or is the owner of the subject property. Such documentation must include all relevant intermediate contracts, agreements, assignments, options, conveyances, intermediate leases, and subleases.

Do you own or have a qualified contract on the Property? ✓ YES _____ NO

Note: A "qualified contract" term must not expire for a minimum three months from the date of this application, provides that the remedy for default on the part of the seller must include or be specific performance, and applicant must be the buyer. If the proposed development consists of scattered sites, site control must be demonstrated for each site.

Timeline: What is the proposed project timeline (completion schedule) for project from conception to project closeout?

See attached Exhibit 8.

Zoning, water, sewer, electricity, and roads: Provide a certification signed by a registered Florida Civil Engineer stating that they have reviewed the proposed development location and proposed number of units and that the Future Land Use, Zoning, potable water, sanitary sewer, electricity and roads are appropriate and adequate for the proposed development.

Environmental Assessment: Provide the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase I Environmental Site Assessment form.

Construction Features

All proposed Developments must meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations and rules:

- Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes
- The Fair Housing Act as implemented by 24 CFR 100
- Section 504 of the Rehabilitation Act of 1973; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35.

Proposed Developments must select one of the following Green Building Certification programs:

_____ Leadership in Energy and Environmental Design (LEED);
_____ Florida Green Building Coalition (FGBC);
_____ Enterprise Green Communities; or
__✓__ ICC 700 National Green Building Standard (NGBS).

Provide Certification for Florida Registered Architect that above Construction Features Requirements will be met.

Discuss any construction and landscape features integrated into the development's design for the purpose of deterring crime.

See attached Exhibit 9.

Provide information indicating whether the overall development proposed will include mixed-use, i.e. residential and commercial uses within the proposed development.

See attached Exhibit 10.

Market Needs Assessment

Describe the market need for this project in the proposed neighborhoods/areas.

See attached Exhibit 11.

Describe your outreach and marketing plan for the project.
See attached Exhibit 12.

Discuss any onsite community services to be provided to development residents, and any partnerships with community-based organization to render these services.
See attached Exhibit 13.

PART 3: Financial Capacity and Project Underwriting

Housing Credit Equity Proposal

All Applicants must provide a financing proposal with evidence of firm commitments with locked interest rates for each funding source secured to complete the proposed development. These sources may include:

- Amount of the construction loan, if applicable
- Amount of the permanent loan, if applicable
- Specific reference to the Applicant as the borrower or direct recipient, and
- Signature of lender.

Please provide names, addresses, phone numbers, and email addresses of contact persons for each bank and private lending institution that has committed funding to the project.

Do you have any financial commitments for the proposed development?
_____YES ✓ NO Note: The deal has been shown to several investors and will secure funding prior to FHFC deadline.

Development Cost Pro Forma

All Applicants must provide a Development Cost Pro Forma and Sources and Uses statement for the proposed development. The sources must equal or exceed the uses.

PART 4: Applicant Certification

I have carefully examined the Request for Applications and any other documents accompanying or made a part of this Request for Applications.

I understand that funding is contingent upon availability, award of tax credits from FHFC, and approval from the City of Kissimmee Commissioners.

I agree to abide by all conditions of this Application.

I agree to submit all additional information and updates to the application if the project is successful with the FHFC's funding and the project has been approved to receive tax credits/bonds.

I certify that all information contained in this Application is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Application on behalf of the Applicant/Contractor as its act and deed and that the Applicant/Contractor is ready, willing, and able to perform if awarded the Contract.

I further certify, under oath, that this Application is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting an Application for the same product or service; that no officer, employee, or agent of City of Kissimmee or of any other Applicant is interested in said Application; and that the undersigned executed this Applicant Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

The foregoing instrument was acknowledged before me this 4th day of August, 2025, by means of ☒ physical presence or ☐ online notarization, _____ as _____ for Matt Hodges, who is personally known to me or has produced identification.

Notary Seal:

PAUL ALLEN HARRIS
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2026

Notary: Paul Harris

Print Name: Paul Harris

My Commission Expires: 1-31-26

Balsam Green

Developer Experience:

The Balsam Green team brings decades of affordable housing experience. Chris Barnes, Founding Principal of Balsam Green and former Partner at Dominium, has overseen the development of more than 100 multifamily affordable projects nationwide during his career. Mark Laverty, Co-Founder and CEO of Balsam Green and former partner at a boutique development firm, has extensive experience with structuring and delivering affordable housing nationwide spanning thousands of units. Matt Hodges, Director of Development and Acquisitions at Balsam Green, has contributed to the development of thousands of multifamily affordable housing units throughout the country and has spent his career growing the availability of affordable housing. Collectively, the team has led, structured, and participated in the development of nearly 20,000 affordable housing units throughout the country. While Balsam Green as an entity is a new, growing firm, the experience of those within it spans decades. The project will be supported by a Guarantor Entity with a strong financial capacity to ensure the stability and ability to deliver the project along with maintaining the operational soundness. Balsam Green is committed to building high quality, sustainable, and welcoming communities that serve local families, seniors, and the workforce, all while contributing to the economic vitality of Kissimmee, Florida. The team looks forward to partnering with the city of Kissimmee and the County of Osceola to bring a welcoming community to life.

Past LIHTC Housing Projects:

Project #1: The Mira
Address: 11255 Plymouth Sorrento Rd, Apopka, FL 32712
Description: The Mira is a 340-unit development located in Apopka, FL targeting those at the 60% AMI level. This project was made possible through a partnership with Orange County who provided $11 million via the Housing Trust Fund to address the housing crisis. The funding was used for the development of two developments, The Mira and The Stillwaters 62+ Apartments. The property includes an array of features including a swimming pool, fitness center, EV charging stations, a clubhouse, and several more amenities. The property is located on Lake Standish, providing an exceptional view for residents. The property is set to open in the winter of 2026.

Project #2: The Stillwaters 62+ Apartments
Address: 1100 Spring Lane, Apopka, FL 32712
Description: The Stillwaters 62+ apartments are a 180-unit development located in Apopka, FL targeting seniors. This project was made possible through a partnership with Orange County who provided $11 million via the Housing Trust Fund to address the housing crisis. The funding was used for the development of two developments, The Stillwaters 62+ Apartments and The Mira. The property will include several community

amenities such as a theater, multipurpose activity room, business center, and picnic and grilling areas among a variety of other amenities. The property is expected to open in the fall of 2026.

Project #3: Chapel Trace Apartments
Address: 562 Chapel Trace Drive, Orlando, FL 32807
Description: Chapel Trace Apartments is a 312-unit development located in Orlando, FL targeting those at the 60% AMI level. This property utilized public funding to allow for redevelopment to be made possible. The property was originally built in 2004 but underwent substantial rehabilitation in 2019 to provide higher quality apartment homes. The property has numerous resident amenities including a swimming pool, fitness center, picnic and grilling areas, and a resident lounge among a variety of others.

Balsam Green

The following properties are managed by Asset Living.

Property Name	Affordability Type	Units	Address	City, State	Managed Start Date
The Ella at Encore	Senior	160	1210 Ray Charles Boulevard	Tampa, FL	9/1/2012
Parramore Oaks, Phase I	Family	120	750 S Parramore Ave	Orlando, FL	11/1/2021
The Reed at Encore	Senior	158	1240 Ray Charles Boulevard	Tampa, FL	6/1/2014
The Trio at Encore	Family	141	1101 Ray Charles Blvd.	Tampa, FL	10/1/2013

Public Name	Owner	Street Address	City	State	Year Completed/Expected Completion	Project Type	Affordable or Market Rate	Apartment, Towhome, Apt &TH	Senior Type	New Const/Reno/Historic/TI/Inspec Arch/Interiors Only/Other
Kelby Farms Apartments	Woodfield Investments	1122 Medlin Rd	Durham	NC	2022	Market Rate - Multifamily	Market Rate	Apartment		New Construction
The Morrison	Ron Clark	14589 S Robert Trail	Rosemount	MN	2022	Market Rate - Multifamily - Interiors	Market Rate	Apartment		New Construction
Beam	Sherman Associates	1820 W Broadway Ave	Minneapolis	MN	2022	Interiors - Affordable -apt & TH	Affordable	Apt & TH		New Construction
The Scenic	Sherman Associates	55 Livingston Ave	St. Paul	MN	2022	Market Rate - Multifamily	Market Rate	Apartment		New Construction
The Quill	Real Estate Equities	211 10th St E	Hastings	MN	2022	Affordable - Senior - Interiors - New Construction	Affordable	Apartment	Sr. Individual Living	New Construction
Slate	Sherman Associates	400 SW 11th St	Des Moines	IA	2023	Market Rate - Senior	Market Rate	Apartment	Sr. Active Living	New Construction
The Fern	Real Estate Equities	1795 Eustis St	Lauderdale	MN	2023	Affordable - Active Adult 55+	Affordable	Apartment	Sr. Individual Living	New Construction
Timber Pines Senior Living	Summit Development	650 Northridge Dr NW	Pine City	MN	2023	Market Rate - Senior	Market Rate	Apartment	Sr. w/Service	New Construction
Zvago Long Lake	OneTwoOne	1948 Wayzata Blvd	Long Lake	MN	2023	Market Rate - Senior	Market Rate	Apartment	Sr. Coop	New Construction
The Waters of Pewaukee	The Waters Senior Living	2540 Dahlia Blvd	Waukesha	WI	2023	Market Rate - Senior - New Construction	Market Rate	Apt & TH	Sr. w/Service	New Construction
Hayden Grove Senior Living	Development 65	2601 Stinson Blvd NE	Saint Anthony	MN	2023	Senior Living + Care	Market Rate	Apartment	Sr. w/Service	New Construction
700 Central Apartments	Bader Development	119 7th St. SE	Minneapolis	MN	2023	Market Rate - Multifamily	Market Rate	Apartment		New Construction
The Stax	Long Lake Townhomes LLC	520 Virginia Avenue	Long Lake	MN	2023	Market Rate - Townhomes - New Construction	Market Rate	Townhome		New Construction
Rise on 7	CB SLP Housing Limited Partners	8115 State Hwy 7	St Louis Park	MN	2023	Affordable - New Construction	Affordable	Apartment		New Construction
RF64 Townhomes	NHH Properties	6401-6415 16th Ave S	Richfield	MN	2023	Other	Market Rate	Townhome		Other
RF64 Townhomes	NHH Properties	NA	Richfield	MN	2023	Other		Townhome		Other
RF64 Townhomes	NHH Properties	NA	Richfield	MN	2023	Other		Townhome		Other
Sundance Omaha	Timberland Partners	19551 Molly St	Omaha	NE	2023	Market Rate - New Construction - Townhomes - Clubhouse	Market Rate	Townhome		New Construction
Risor Maple Grove	Roers Companies	9775 Grove Cir N	Maple Grove	MN	2023	Market Rate - Senior	Market Rate	Apartment	Sr. Active Living	New Construction
Concorde Flats	MWF Properties	501 Gateway Blvd	Burnsville	MN	2023	Market Rate - Multifamily - Interiors	Market Rate	Apartment		New Construction
The Villas	MWF Properties	12650 Pleasant Ave S	Burnsville	MN	2023	Affordable - Senior Living	Affordable	Apartment	Sr. Individual Living	New Construction
Aster House	Sherman Associates	3130 Northdale Blvd W	Coon Rapids	MN	2023	Market Rate - Multifamily	Market Rate	Apartment		New Construction
Londin Crossing	Real Estate Equities	2501 Londin Lane East	Maplewood	MN	2023	Affordable	Affordable	Apartment		New Construction
Vista House	Real Estate Equities	830 Wildwood Rd	Mahtomedi	MN	2023	Affordable - New Construction	Affordable	Apartment		New Construction
Horizon Heights	MBG Property Management	1 Horizon Heights Rd	Burnsville	MN	2023	Affordable - Reno	Affordable	Townhome		Reno
The Exchange	North Shore Development	2299 Palmer Dr	New Brighton	MN	2023	Market Rate - New Construction	Market Rate	Apartment		New Construction
Arbor Court	Real Estate Equities	3755 Wooddale Ave S	St. Louis Park	MN	2023	Affordable - New Construction	Affordable	Apartment		New Construction
Ironwood Townhomes	Medina Townhome Development LLC	1432 County Road 29	Medina	MN	2023	Market Rate - Townhomes - New Construction	Market Rate	Townhome		New Construction
Brookshire Clubhouse	DR Horton	107th St. W & East of Eagle View Dr.	Lakeville	MN	2023	New Construction - Clubhouse	Market Rate			New Construction
Schule Haus	Tapestry Companies	100 4th St. W	Jordan	MN	2023	Reno	Affordable	Apartment		Reno
LICA	Reuter Walton	45 Twin Lake Blvd	Little Canada	MN	2023	Affordable - Multifamily	Affordable	Apartment		New Construction
RF64 Townhomes	NHH Properties	NA	Richfield	MN	2023	For sale townhomes		Townhome		Other
RF64 Townhomes	NHH Properties	NA	Richfield	MN	2023	For sale townhomes		Townhome		Other
RF64 Townhomes	NHH Properties	NA	Richfield	MN	2023	For sale townhomes		Townhome		Other
Freedborn Manor Apartments	MBG Property Management	224 Hoffman St. W	Cannon Falls	MN	2023	Affordable - Multifamily	Affordable	Apartment		Reno
NA	Carter Vargo	Maple Hill Road	Hopkins	MN	2023	Other				Other
Aventon Cary	Aventon	1515 Rollick Rd.	Cary	NC	2023	Market Rate - Multifamily	Market Rate	Apartment		New Construction
Giddy Hall		10951 Netherly Dr	Cary	NC	2023	inherited project from WLA	Market Rate	Apartment		New Construction
Bainbridge Cary	Bainbridge Companies	9205 Chapel Hill Rd	Charlotte	NC	2023	Market Rate - Multifamily	Market Rate	Apartment		New Construction
Wingate University	Wingate University	211 E Wilson St	Wingate	NC	2023	Other				Other

16 Prime Steak & Seafood	16 Prime Steakhouse	7925 Natalie Commons Dr.	Denver	NC	2023	Other				TI
Bainbridge Cary	Bainbridge Companies	9205 Chapel Hill Rd	Cary	NC	2023	Market Rate - Mid-Rise	Market Rate	Apartment		New Construction
Vista Point	Real Estate Equities	930 Wildwood Rd	Mahtomedi	MN	2023	Affordable - New Construction	Affordable	Apartment		New Construction
The Pillars of Hermantown	Oppidan	4110 Lavaque Rd.	Hermantown	MN	2024	Senior Living + Care	Market Rate	Apartment	Sr. w/Service	New Construction
Mound Harbor Community	Lifestyle Communities	2350 Harbor Place	Mound	MN	2024	Senior Coop - New Construction	Market Rate	Apartment	Sr. Coop	New Construction
Copa Flats	Real Estate Equities	17485 N Porter Rd.	Maricopa	AZ	2024	Affordable - New Construction - Clubhouse	Affordable	Apartment		New Construction
Soul	Schafer Richardson	176 South Robert Street	St. Paul	MN	2024	Affordable - New Construction - Interiors	Affordable	Apartment		New Construction
Bridgewell	Reuter Walton	2150 Old S Main St S	Cambridge	MN	2024	Affordable - New Construction	Affordable	Apartment		New Construction
Mural	Roers Companies	16631 East Colfax Ave	Aurora	CO	2024	Affordable - New Construction	Affordable	Apartment		New Construction
Agave House	Real Estate Equities	1936 N. Trekell Road	Casa Grande	AZ	2024	Affordable - New Construction	Affordable	Apartment		New Construction
Risor Blaine	Roers Companies	370 125th Ave NE	Blaine	MN	2024	Active Adult 55+	Market Rate	Apartment	Sr. Active Living	New Construction
Sundance Celina	Timberland Partners	3100 W Punk Carter Pkwy	Celina	TX	2024	Townhomes - Clubhouse	Market Rate	Townhome		New Construction
Noble	Enclave Companies	8200 Humboldt Ave S	Bloomington	MN	2024	Market Rate - Multifamily	Market Rate	Apartment		New Construction
Granite Works Apartments	Ebert Construction	35 Granite Lane	Delano	MN	2024	Apartment	Market Rate	Apartment		New Construction
The Carver	Chase Real Estate	2300 Clover Ridge Dr	Chaska	MN	2024	Market Rate -New Construction	Market Rate	Apartment		New Construction
The Goat at Broadmoor	Inland Group	10602 Burns Road	Pasco	WA	2024	Affordable - New Construction	Affordable	Apartment		New Construction
Affinity at Broadmoor	Inland Group	6105 Road 108	Pasco	WA	2024	Affordable - New Construction	Affordable	Apartment	Sr. Active Living	New Construction
The Factory Lofts	Pat Smith	150 26th Ave SE	Minneapolis	MN	2024	Conversion from Warehoust to Student	Market Rate	Apartment		Reno
Sherman Forbes Apartments	Vitus Development LLC	310 7th St. W	St. Paul	MN	2024	Reno	Affordable	Apartment		Reno
Greenwood Place	Metis	901 Greenwood Place	Fairbault	MN	2024	Reno	Affordable	Townhome		Reno
Wicklowe	Roers Companies	14211 Akron Ave	Rosemount	MN	2024	Market Rate - Multifamily	Market Rate	Apartment		New Construction
The Plaza at Hazeltine	Trident Development	Hazeltine Blvd & Hundertmark Rd.	Chaska	MN	2024	Market Rate - Multifamily	Market Rate	Apartment		New Construction
SilverCreek on Main	Silvercrest Properties	12202-12286 82nd Avenue North	Maple Grove	MN	2024	Other	Market Rate	Townhome	Sr. Active Living	New Construction
Oakdale Commons	MWF Properties	1135 Hadley Ave N.	Oakdale	MN	2024	Affordable - Active Adult 55+	Affordable	Apartment	Sr. Individual Living	New Construction
430 Mendota	Times Ventures Corporation	430 W Mendota Rd.	West St. Paul	MN	2024	Reno				Reno
Litmore	Reuter Walton	75 Twin Lake Blvd	Little Canada	MN	2024	Affordable - Multifamily	Affordable	Apartment		New Construction
Jeffers Waterfront	Chase Real Estate	3800 Jeffers Parkway NW	Prior Lake	MN	2024	Market Rate -Multifamily	Market Rate	Apartment		New Construction
Mississippi View	Vitus Development LLC	11010 Mississippi Blvd	Coon Rapids	MN	2024	Reno	Affordable	Apartment	Sr. Individual Living	Reno
Villas at Pleasant Avenue	MWF Properties	12650 Pleasant Ave S.	Burnsville	MN	2024	Affordable - Active Adult 55+	Affordable	Apartment	Sr. Individual Living	New Construction
Ewing Square Townhomes	Vitus Development LLC	6220 France Ave N	Brooklyn Center	MN	2024	Affordable - Reno	Affordable	Townhome		Reno
Pondview Apartments	Times Ventures Corporation	2575 Ivy Ave E	Maplewood	MN	2024	Reno	Market Rate	Apartment		Reno
Sanctuary Gardens	DreamKey Partners	4451 Connelly Cir	Charlotte	NC	2024	Market Rate - Multifamily	Market Rate	Apt & TH		New Construction
NA	Edge Building Company	3228 Smith Farm	Stallings	NC	2024	Other				TI
The Brooks Apartments	Enclave Companies	9900 56th Ave N	Plymouth	MN	2025	Market Rate - Multifamily	Market Rate	Apartment		New Construction
The American Cooperative on Lake Phalen	Gramercy Development	1875 East Shore Dr.	Maplewood	MN	2025	Senior Coop - New Construction	Market Rate	Apartment	Sr. Coop	New Construction
Bluestem	Trellis	7601 79th St. S.	Cottage Grove	MN	2025	Affordable	Affordable	Apartment	Sr. Individual Living	New Construction
Callisto Commons	Roers Companies	6257 University Ave NE	Fridley	MN	2025	Affordable - Multifamily	Affordable	Apartment		New Construction
The Beaumont	Reuter Walton	1525 N 14th Ave	Bozeman	MT	2025	Affordable - Multifamily	Affordable	Apartment		New Construction
NA	Bigos Management	135 Nathan Ln N	Plymouth	MN	2025	Other		Apartment		Reno
Accent Berkely Place	Westplan Investments	200 East Woodlawn Rd.	Charlotte	NC	2025	Market Rate - Multifamily	Market Rate	Apartment		New Construction
Accent Berkeley Place	Westplan Investments	12015 Accent Berkeley Ct.	Charlotte	NC	2025	Market Rate - Multifamily	Market Rate	Apartment		New Construction
The Halcyon	Mission Properties	1000 Corby Lane	Charleston	SC	2025	Market Rate - Multifamily	Market Rate	Apartment		New Construction
Evermore	Mission Properties	104 Herrings Grn Lp	Mooresville	NC	2025	Market Rate - Multifamily	Market Rate	Apartment		New Construction
WestGate Landing	Tribute Construction	3145 Prado Ln	Charlotte	NC	2025	Market Rate - Multifamily	Market Rate	Apartment		New Construction
Aventon Victory	Aventon	2840 Wicklow St.	Savannah	GA	2025	Market Rate - Multifamily	Market Rate	Apartment		New Construction
The Little Gym	The Little Gym	2876 Reynolda Rd	Winston-Salem	NC	2025	CDs Only				Other

Bees Ferry	Aventon	1153 Bees Ferry Rd.	John's Island	SC	2025	Market Rate - Multifamily	Market Rate	Apartment		New Construction





KELBY FARMS APARTMENTS

MARKET RATE MULTI-FAMILY
DURHAM, NC

Kelby Farms Apartments in Durham, NC, is designed as a modern multi-family community that blends contemporary architecture with a welcoming sense of place. The project emphasizes both comfort and connection, offering residents thoughtfully crafted homes alongside vibrant amenity spaces.

With features like a resort-style pool, outdoor gathering areas, and flexible common spaces, Kelby Farms supports wellness and community while harmonizing with its surroundings. The result is a living environment that feels both refined and rooted in Durham's character.















team & data

ARCHITECT: Kaas Wilson Architects: Alex Perry

ENGINEERS: Design Resource Group, civil/landscape; Darden Engineering, structural; CM Engineering, mechanical

GENERAL CONTRACTOR: Harold K. Jordan & Co.

CLIENT: Woodfield Inventments

COMPLETION DATE: 2022

PROJECT SIZE: 10 Buildings, 277 Units, 301,000 SF













ANDORRA APARTMENT HOMES

MULTI-FAMILY APARTMENTS
HOLLY SPRINGS, NC

Andorra Apartments is a 288 unit apartment project with 12 three-story apartment buildings, including three levels with basements for some of the buildings. The site is in Holly Springs, North Carolina outside of southwest Raleigh in Wake County. A beautiful but complex site, this project has a ravine and creek dividing it. The challenge was to connect the two sides without leaving the property to promote unity of place. The garden style apartments have one, two and three bedroom floorplans. Exterior materials are stone and cementitious siding in both horizontal and board and batten styles.









team & data

ARCHITECT: Watts Leaf Architects: Charles Watts, principal in charge; Shelly Blakesley, project manager

ENGINEERS: Hugh Gilleece & Assoc, civil/landscape; SCG, structural; Saber Engineers, mechanical, electrical, plumbing

GENERAL CONTRACTOR: Coakley & Williams

CLIENT: Castle Development, Charlottesville

CONSTRUCTION COST: $31 million

COMPLETION DATE: January 2020

PROJECT SIZE: 335,415 SF; 288 Units; 21 Acres

PHOTOGRAPHER: CoStar



COMPASS POINTE

NEW CONSTRUCTION AFFORDABLE FAMILY HOUSING NEW HOPE, MN

Compass Pointe was the second of a brand new type of project for Ron Clark Construction who is the owner/contractor. This 68-unit apartment development serves low-income families in the city of New Hope. The process was a collaboration with the existing neighbors living around the site and the city at large to reach a reasonable solution for the needs of the city and the expectations of the neighborhood. The end result was a project with a high quality market-rate appearance on an affordable budget.











team & data

ARCHITECT: Kaas Wilson Architects: Link Wilson, principal in charge; Petro Megits, project manager

INTERIORS: Kaas Wilson Architects: Sarah Stanke, project manager

ENGINEERS: Hedlund Engineering, civil; AST Inc, structural; Ken Kendle, mechanical; Leaf Mountain Design, electrical; Civil Site Group, landscape architect

GENERAL CONTRACTOR: Ron Clark Construction

CLIENT: Ron Clark

CONSTRUCTION COST: $9,420,000

COMPLETION DATE: July 2015

PROJECT SIZE: 113,462 SF; 68 Units

PHOTGRAPHER: Farm Kid Studios/Kaas Wilson





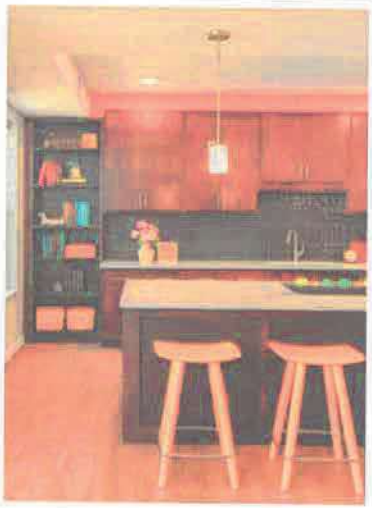
ASTER HOUSE

AFFORDABLE MULTI-FAMILY
EAGAN, MN

Aster House is a brand new, 204-unit, affordable apartment complex built in 2022. The property features numerous amenity spaces such as a fitness center, clubroom with kitchen, movie theatre, garage parking, and a spacious grilling area with sport courts. The interiors are complete with high-quality finishes such as granite countertops, stainless steel appliances, and in-unit washers and dryers. Aster House is home, and will continue to be home, to people of all ages and backgrounds. The vision behind Aster House is to attract a demographic that has recently been priced out of market rate properties with the steady increase in rental rates across the metro. Aster House offers great affordable housing in a highly accessible and













team & data

ARCHITECT: Kaas Wilson Architects: Petro Megits and Dave Morck

ENGINEERS: Cain Thomas Associates, mechanical/electrical/plumbing; Sambatek, Inc., civil/landscape; Sandman Structural Engineers, structural

INTERIORS: Kaas Wilson Interiors: Sarah Stanke

GENERAL CONTRACTOR: Big-D Construction Midwest

CLIENT: Real Estate Equities

CONSTRUCTION COST: $38.35 million

COMPLETION DATE: 2022

PROJECT SIZE: 201,155 SQ FT, 204 Units

PHOTOGRAPHY: Kory Kevin Photography





CARVER CROSSING

NEW CONSTRUCTION AFFORDABLE FAMILY HOUSING CARVER, MN

Carver Crossing was the third of a brand new type of project for Ron Clark Construction who is the owner/contractor. This 68-unit apartment development serves low-income families in the city of Carver. The process was a collaboration with the existing neighbors living around the site and the city at large to reach a reasonable solution for the needs of the city and the expectations of the neighborhood. The end result was a project with a high quality market-rate appearance on an affordable budget.

Ron Clark Construction was initially a custom home builder, and valued good quality design and materials in every one of their projects. Part of their philosophy as a company was the uniqueness of each custom home—something not easy to accomplish in a multi-unit apartment building. The project included a diverse range of unique unit types, each with finishes selected for their uniqueness, low maintenance, and cost implications. Petro Megits, the project manager from Kaas Wilson, worked closely with the client and stayed in constant contact as an important resource for the project.











team & data

ARCHITECT: Kaas Wilson Architects: Link Wilson, principal in charge; Nick Conniff, project manager

INTERIORS: Kaas Wilson Architects: Sarah Stanke, project manager

ENGINEERS: Civil Site Group, civil, landscape architecture; AST Inc, structural; Cain Thomas Associates, mechanical, plumbing, electrical

GENERAL CONTRACTOR: Ron Clark Construction

CLIENT: Ron Clark

CONSTRUCTION COST: $10.4M

COMPLETION DATE: Summer 2016

PROJECT SIZE: 115,988 SF; 68 Units

PHOTOGRAPHER: Kaas Wilson



TRAIL POINTE RIDGE

AFFORDABLE MULTI-FAMILY APARTMENTS
EDEN PRAIRIE, MN

Trail Pointe Ridge is an affordable multi-family apartment complex located off of Highway 212 in Eden Prairie, Minnesota. The apartment building is four stories over underground parking. The site which the complex is located boasts easy access to lakes, walking/biking paths, and will soon be located not far from the Southwest Light Rail Transit. The apartments are made up of 1, 2, and 3 bedrooms including commons spaces on the first floor.

















team & data

ARCHITECT: Kaas Wilson Architects: Link Wilson, principal in charge; Petro Megits, project manager

ENGINEERS: Plowe Engineering, civil; Sandman, structural; Cain Thomas Associates, mechanical, electrical, plumbing

GENERAL CONTRACTOR: Frana Companies

CLIENT: CommonBond

CONSTRUCTION COST: $11.4 million

COMPLETION DATE: October 2020

PROJECT SIZE: 85,000 SF; 58 Units

PHOTOGRAPHY: Kory Kevin Photography





HEADWATERS LANDING

AFFORDABLE MULTI-FAMILY APARTMENTS
FOREST LAKE, MN

Headwaters Landing is an affordable component of a larger development, which includes townhomes and twin homes located in Forest Lake, Minnesota. This building is 45 units including a community room and outside parking.











team & data

ARCHITECT: Kaas Wilson Architects: Petro Megits, principal in charge; Nick Conniff, project manager

ENGINEERS: Solution Blue, civil; Sandman Structural Engineering, structural; Cain Thomas Associates, mechanical, plumbing, electrical

GENERAL CONTRACTOR: Frerichs Construction

CLIENT: CommonBond

CONSTRUCTION COST: $7.8 million

COMPLETION DATE: March 2020

PROJECT SIZE: 55,500 square feet; 45 Units

PHOTOGRAPHER: Kory Kevin Photography



EASTGATE APARTMENTS

AFFORDABLE MULTI-FAMILY
ROCHESTER, MN

Eastgate Apartments is located off bustling 12th Street SE and Eastgate Drive SE in Rochester, Minnesota. This affordable building boasts a mix of studios, 1 bedroom, and 2 bedroom apartments. 135 units total in the 4 story building. Amenities include a fitness center, yoga studio, community room, club room with pool table, kitchen, and secured parcel room. The grounds include an on-site playground with patio area, landscaping throughout, and underground parking.

















team & data

ARCHITECT: Kaas Wilson Architects: Link Wilson, principal in charge; Christian Borgan, lead designer; Petro Megits, project manager; Wes Sweetland, CA Project Manager; Andja Cunningham, interior designer

ENGINEERS: WSB & Associates, civil/landscape; Darren B. Towells, structural; LKPB Engineers, mechanical, electrical, plumbing

GENERAL CONTRACTOR: Schoeppner Inc.

CLIENT: Stencil Group, Inc.

CONSTRUCTION COST: $16.5 million

COMPLETION DATE: Fall 2019

PROJECT SIZE: 166,960 SF; 135 Units

PHOTOGRAPHER: Kaas Wilson



SACTUARY GARDENS

AFFORDABLE HOUSING
HOLLY SPRINGS, NC

Andorra Apartments is a 288 unit apartment project with 12 three-story apartment buildings, including three levels with basements for some of the buildings. The site is in Holly Springs, North Carolina outside of southwest Raleigh in Wake County. A beautiful but complex site, this project has a ravine and creek dividing it. The challenge was to connect the two sides without leaving the property to promote unity of place. The garden style apartments have one, two and three bedroom floorplans. Exterior materials are stone and cementitious siding in both horizontal and board and batten styles.



HIGHLAND RIDGE APARTMENTS

MULTI-FAMILY APARTMENTS
WILMINGTON, NC

Long time client Charter continues to build luxury walk up apartments around the Charlotte Metro Area with Caro-Con Construction. Just off the 485 freeway, WLA worked with DRG Engineering to screen the project from freeway noises and preserve existing tree cover.

The project covers a half mile from end to end and is comprised of 300 units. This size of project allows for amazing club house amenities with pool, concierge package service, dog/car wash areas, dog run and hammock area. Beautiful townhomes and carriage buildings are at the perimeter of the site allowing three-story walk-ups at the center to create density without the property feeling out of scale for the area.

CODDLE CREEK APARTMENTS

MULTI-FAMILY APARTMENTS
CONCORD, NC

Coddle Creek Apartments is a 328 unit apartment project. The apartments are in 3 three story garden buildings and in 2 story townhouses. The site is in Concord, NC near the Amazon Fulfillment Center.

This site has very challenging topography. The buildings are arranged to accommodate grade and preserve the natural beauty of the site. Large trees and ravines were preserved. The garden style apartments have one and two bedroom plans. Townhouses have three bedroom units and attached garages. Exterior materials are brick, and cementitious siding in both horizontal and board and batten styles. Amenities include an 8,000 sf single level Clubhouse with leasing office, laundry, and pool.



GABLES AT DRUID HILLS

MULTI-FAMILY APARTMENTS
CHARLOTTE, NC

Gables at Druid Hills Apartments is a three-story building with 63 units with a center corridor and elevators. The site is in Charlotte, NC at the intersection of Kohler Ave and Statesville Ave. The project is an affordable elderly community financed with Tax Credits.
The building has one and two bedroom units with common amenities on the ground floor. Exterior materials are brick, and cementitious horizontal siding. The project is designed to fit I with the surrounding neighborhood in scale and traditional appearance. Residents have access to large trees on the property with garden plots and a gazebo for socialization.





POINTE AT LAKE CRABTREE

MULTI-FAMILY APARTMENTS
MORRISVILLE, NC

Built in 2016, Bainbridge developed this Suburban Durham Project through a long entitlement process and neighborhood collaboration. It is a one building, four story project with 200 units, ranging from one to three bedroom layouts, designed with a fully enclosed double-loaded corridor apartment along with highly amenetized club components including beach style pool access, access controlled bike storage, multiple outdoor grilling and dining areas, plus an outdoor firepit and lounge for gathering.



RESIDENCES AT BROOKLINE

MULTI-FAMILY APARTMENTS
CHARLOTTE, NC

Residences at Brookline is located one mile from North Lake Mall and only eight miles from Uptown Charlotte. A mix of one, two, and three-bedroom units are enjoyed by residents. Amenities include: private gates, a one-mile fitness trail, heated saltwater pool, 24-hour key fob access, 7,000 square foot two story club, two dog parks, a dog wash and car wash. Apartment homes are nestled beside the Brookline single family neighborhood. Two story carriage homes soften the transition between two story for sale homes and three story for rent apartment homes and allow residents to enjoy a "neighborhood" feel. This development features 320 total apartment units.





LONDIN CROSSING

MARKET-RATE | MAPLEWOOD, MN

This project is located off Lower Afton Road and Londin Lane East in Maplewood, Minnesota. The building consists of 148 units of affordable housing, ranging is sizes from 1-bedroom to 3-bedrooms. At a height of 3-stories with a pitched roof, the building fits in well with the surrounding neighborhood of single-family homes. The building has a full, underground garage with community hub and fitness rooms for residents. The site also has an outdoor tot lot and dog run.











team & data

ARCHITECT: Kaas Wilson Architects: Petro Megits

INTERIOR DESIGN: Kaas Wilson Interiors, Andja Cunningham

ENGINEERS: Sambatek, civil/landscape; Sandman Structural Engineers, structural

GENERAL CONTRACTOR: Big-D Construction

CLIENT: Real Estate Equities

COMPLETION DATE: 2023

CONSTRUCTION COST: $24.7 Million

PROJECT SIZE: 201,851 SF; 148 units

PHOTOGRAPHER: CoStar



TRUELOVE APARTMENTS

MARKET RATE | SANFORD, NC

Truelove Apartments is a market-rate apartment development located near the geographic center of the state in a developing area. The 180 apartment units in the development are distributed through 7 garden-style apartment buildings .This development features a modest clubhouse with a Fitness Room and Community Room with access to a luxurious community patio space with a pool. The community patio features amenities such as; Grill stations, Fire Pit, Dog Park, Bean Bag Toss area, along with a variety of low and high seating.











team & data

ARCHITECT: Kaas Wilson Architects: Link Wilson, Shelly Blakesley, Jay Rhodes, Necmi Karaman, Neil Kent, Megan Bur and Adam Schellberg

MEP: Charlotte Mechanical Engineering

STRUCTURAL: Darden Engineering

CIVIL: Urban Design Partners

COMPLETION DATE: June 2026

property data

CLIENT: Mission Properties

SITE SIZE: 7.23 Acres

UNIT SIZE: 180 units





CREEK MILL APARTMENTS

MARKET RATE | KANNAPOLIS, NC

Under Construction

Nestled within a sprawling 65-acre landscape, this apartment development boasts 269 units while offering a variety of living options, including Breezeway buildings, Carriage Houses, and Townhomes, providing diverse housing choices to suit different lifestyles. Beyond the residences, residents can enjoy a wealth of amenities thoughtfully integrated into the site. These include a welcoming clubhouse, a refreshing pool, a convenient summer kitchen, a tranquil artificial turf area ideal for lounging in hammocks. There is also a dedicated dog park and convenient dog and car wash area, a central mail building and an outdoor space designed for picincs.









team & data

ARCHITECT: Kaas Wilson Architects: Link Wilson, Shelly Blakesley, Ben Delwiche, Eli Smith, Toni Rescigno, Adam Schellberg, and Parisa Mokhtari

MEP: Charlotte Mechanical Engineering

STRUCTURAL: Darden Engineering

CIVIL: Design Resource Group

COMPLETION DATE: June 2026

property data

CLIENT: Charter Properties

SITE SIZE: 65 acres

UNIT SIZE: 269 units



TRAILS EDGE SOUTH

AFFORDABLE MULTI-FAMILY
EAGAN, MN

Trails Edge South, located in Waconia, was a passion project ten years in the making for Carver County Development Agency and Kaas Wilson Architects. After securing state funding, the project was completed a year after the ground was broken. The project brought three stories of affordable housing to Waconia with unit sizes that range from one to three bedrooms.















team & data

ARCHITECT: Kaas Wilson Architects: Link Wilson, Ryan DuPuis, Nick Conniff, Jim Schloemer, Jorgen Brandt

ENGINEERS: Ken Kendle PE, mechanical/plumbing; Design Tree Engineering, electrical; Civil Site Group, civil/landscape; BKBM Engineers, structural

INTERIORS: Kaas Wilson Interiors: Andja Cunningham

GENERAL CONTRACTOR: Frana Companies

CLIENT: Carver County Development Agency

CONSTRUCTION COST: $13.6 million

COMPLETION DATE: 2022

PROJECT SIZE: 60 Units

PHOTOGRAPHY: Kory Kevin Photography





STATION 60 APARTMENTS

AFFORDABLE | AURORA, CO

Sitting on a 24-acre site, the project is composed of six separate apartment buildings that encompass a central green and clubhouse. The High Line Canal runs along the site's eastern edge, and its adjacent walking trail connects residents to both nature and their neighborhood.

The clubhouse offers shared amenities such as fitness spaces for both adults and kids, community room, co-working area, locker rooms, and a dog washing station.

This project is currently in progress with plans to be completed in 2025.













team & data

ARCHITECT: Kaas Wilson Architects: Petro Megits, Necmi Karaman, Neil Kent, and Greg Thompson

ENGINEERS: Kimley-Horn, civil; Anthem Structural Engineers, structural; Given & Associates, Inc., MEP; Norris Design, landscape

GENERAL CONTRACTOR: Ironmark Building Company

CLIENT: Roers Companies

INTERIORS: Kaas Wilson Interiors: Jackie Gibson

EST. CONSTRUCTION COST: $53 million

COMPLETION DATE: Expected 2025

PROJECT SIZE: 251,568 SF; 216 Units with separate 5,327 SF clubhouse building

RENDERINGS: Kaas Wilson

PROPERTY CONTACT: Andy Bollig - 952.221.3698





GABELLA AT PARKSIDE

MARKET RATE| APPLE VALLEY, MN

Sited in Apple Valley's "Parkside Village", Gabella offers resort-style amenities and units attractive to just about everyone in a walkable community fronting a brand new, family-friendly park. There is not a project quite like this south of the Minnesota River Valley.

Units range from studio to 3-bedroom in two "wings" separated by an attached central common areas. The units all have a full appliance package included, and all contemporary, livable, high-end finishes.

The amenities in the core include: generous fitness area, spin studio, lounge, club room, fireside lounge, offices, game room, theater, dog wash, pool, hot tub, water fall, grilling stations, fire pit, outdoor lounge space, outdoor dining space, and sunbathing patio.











team & data

ARCHITECT: Kaas Wilson Architects: Link Wilson, principal in charge; Kim Behrens, project manager

ENGINEERS: Civil Site Group, civil, landscape; AST, structural; Ken Kendle, mechanical, plumbing; Leaf Mountain Design, electrical

CONSULTANTS: BDH + Young, interior design

GENERAL CONTRACTOR: Stonebridge Construction

CLIENT: Titan Investments

CONSTRUCTION COST: $23.6 million

COMPLETION DATE: November 2015

PROJECT SIZE: 315,595 SF; 196 units

PHOTOGRAPHER: Kaas Wilson



FROST ENGLISH SILVER 55 PLUS

AGE-RESTRICTED HOUSING
MAPLEWOOD, MN

Frost English Silver is a luxurious 55+ community situated in the beautiful city of Maplewood, Minnesota. This building is the Phase II portion of a 3-phase new construction development. The project design has taken into consideration the surrounding areas and neighborhoods into which it blends seamlessly.

Featuring 107 units, this multifamily building offers one and two-bedroom floor plans, as well as easy access to nature trails, lakes, parks, and golf courses. Amenities include an indoor pool, fitness center, community room, visiting physician room, salon, and lounge areas.

Its sister buildings, Phase I and III, serve to complete the community. Phase I of the Villages is a four-story building with 50 units of one, two, and three-bedroom floor plans. Forty of the units are affordable housing, and 10 units are available at Market Rate rent levels. Phase III is an approximately 6,500 square foot commercial/retail building on the southeast corner of the site.















team & data

ARCHITECT: Kaas Wilson Architects: Collin Kaas, architect; Nick Conniff, project manager; Megan Blanchette, interiors

ENGINEERS: Solution Blue, civil, landscape; Darren Towells Inc, structural; Cain Thomas Associates, mechanical, electrical, plumbing

GENERAL CONTRACTOR: Frana Companies

CLIENT: Sherman Associates

COMPLETION DATE: December 2018

CONSTRUCTION COST: $16.7 million

PROJECT SIZE: 148,100 SF; 107 Units

PHOTOGRAPHER: Kory Kevin Photograhy



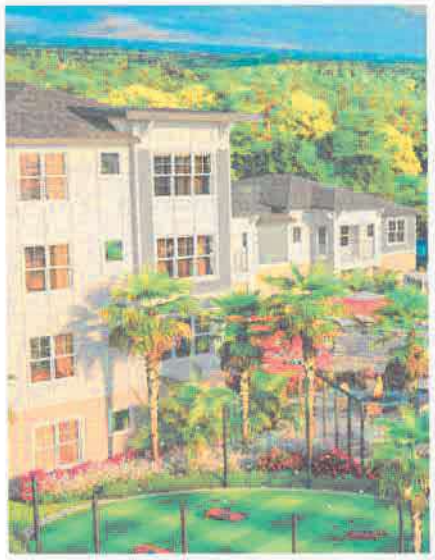
BEES FERRY APARTMENTS

MARKET RATE HOUSING
JOHN'S ISLAND, SC

Bees Ferry, built in the Greater Charlston South Carolina Area Carolina is a 100 million dollar development with hard costs of 89 million dollars. It was developed by Aventon Development out of Raliegh North.

It contains 394 apartment units comprised of 1 bedroom, 2 bedroom and 3 bedrooms. The campus also contains a robust clubhouse, mail building, trash facilities, maintenance, carriage houses and gate house. It is a great example of Mid Atlantic Coastal Architecture.

The Design, Production process was a year in the making and the smooth construction process with CF Evans has been a 2 year process with apartments coming on line in the Spring of 2025.







team & data

ARCHITECT: Kaas Wilson Architects

ENGINEERS: Charlotte Mechanical (CME) - MEP; Thomas & Hutton - Civil; SCG - Structural

GENERAL CONTRACTOR: CF Evans Construction Company

CLIENT: Aventon Companies

CONSTRUCTION COST: $88 million

COMPLETION DATE: September 2025

PROJECT SIZE: 440,767 SQ FT; 394 units; Clubhouse: 9,914 SQ FT



COPA FLATS

MARKET RATE APARTMENTS

MARICOPA, AZ

Copa Flats is a residential development on 13 acres in Maricopa, AZ. The site will host 13 apartment buildings totaling 312 affordable housing units. In addition, there will be a central club house building, outdoor pool, outdoor activity areas, grille patios, dog run and Tot Lot amenities. The club house building will contain a club room, office suite, fitness room and yoga studio.

The apartment buildings will be 3 stories of residential units with a mix of one-bedroom, two-bedroom and three-bedroom units. The units will have solid surface countertops, stainless steel appliances, and in-unit laundry.

The development will implement a variety of sustainable strategies. These will include energy efficient mechanical systems, Energy Star rated windows, recycled content construction products, low flow water fixtures and Xeriscaping plantings. In addition, throughout the parking areas will be multiple covered car shelters. These shelters will have solar photovoltaic systems on the roofs, which will assist in fulfilling the electrical power requirements for the entire development. At various locations throughout the site will be underground storm retention systems to rate control rainwater run-off and to promote water infiltration back into the soil.

The exterior building elevations will consist of quality, durable building materials including cement stucco, cement fiber board siding and metal panels in a variety of colors and textures. The pool area and grille patios will have pergolas, fabric shading devices and turf pads to help provide places of comfort and relaxation for the residents.













team & data

ARCHITECT: Kaas Wilson Architects: Petro Megits, Scott Jensen, Dave Morck, Luke Murhpy, Megan Bur, Brian Johnson

INTERIOR DESIGN: Kaas Wilson Architects: Jackie Gibson

ENGINEERS: Airspeed Mechanical, mechanical; 1 Twenty Electric LLC, electrical; Atwell, LLC, landscape/civil; PK Associates, structural, NP Mechanical, Inc., mechanical/plumbing

GENERAL CONTRACTOR: Big-D Construction/ Johnson Carlier

CLIENT: Real Estate Equities

CONSTRUCTION COST: $58.6 million

COMPLETION DATE: In Progress

PROJECT SIZE: 13 acres, 312 units, 13 apartment buildings plus clubhouse





THE OAKS OF SHOREWOOD

INDEPENDENT SENIOR LIVING
SHOREWOOD, WI

On the bluffs of the Milwaukee River, Shorewood Senior Apartments is a 101-unit, age restricted, independent senior rental apartment complex. Located in Shorewood, WI in a natural setting but still near the city center. Surrounded by walking trails, county parks the beautiful scenery are just some of the things that make this a desirable home.

These luxury apartments have spacious floor plans, high end finishes and many amenities.

Some of the amenities include a business center, theater, club room, exercise room, game room, family room, a pool and for those furry friends a dog run.











team & data

ARCHITECT: Kaas Wilson Architects: Link Wilson, principal in charge; Mindy Michael; project manager

ENGINEERS: Advanced Structural Technologies, structural; JSD Prof. Services, civil/landscape; Matrix Group Eng. MEP

GENERAL CONTRACTOR: Stevens Construction Corp.

CLIENT: Shorewood Senior Apartments, LLC

CONSTRUCTION COST: $16 million

COMPLETION DATE: February 2018

PROJECT SIZE: 182,079 SF; 101 Units

PHOTOGRAPHY: Bill Fritsch Photography



SCENIC

MARKET RATE AND AFFORDABLE APARTMENTS | SAINT PAUL, MN

Located across the Mississippi River from downtown Saint Paul is the 171 unit Scenic apartment building adjacent to the West Side. Unit styles were designed to offer something for everyone; from studios, alcoves, 1, 2 bedrooms, two bedrooms plus dens, and penthouse floor options as well. Not only does this building have breathtaking views of the Saint Paul skyline, it also has numerous amenities.















team & data

ARCHITECT: Kaas Wilson Architects: Christian Borgan, Petro Megits, Pete Costanzo, and Peter Schmelzer

INTERIOR DESIGN: Kaas Wilson Interiors: Sarah Stanke

ENGINEERS: Cain Thomas, mechanical/electrical; Calyx Design Group LA, landscape; BKBM, civil/structural

GENERAL CONTRACTOR: Frana Companies

CLIENT: Sherman Associates

CONSTRUCTION COST: $33,623,979

COMPLETION DATE: Completed 2022

PROJECT SIZE: 171 Units; 222,194 SF

PHOTOGRAPHER: Kory Kevin Photography



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THE MORRISON

MARKET RATE | ROSEMOUNT, MN

The Morrison is situated in the heart of downtown Rosemount, MN. For a number of years, the site was occupied by retail, but the existing building sat underutilized for some time. The new 124-Unit apartment building brings residents and activity to the downtown site providing the end-goal of revitalization.







© KORY KEVIN PHOTOGRAPHY





team & data

ARCHITECT: Kaas Wilson Architects: Ben Delwiche, Tristen Zimprich, Jorgen Brandt, and Ryan DuPuis

ENGINEERS: J Berd Mechanical Contractors, Inc., mechanical/electrical/plumbing; Civil Site Group, civil/landscape; Darren B. Towels, structural

INTERIORS: Kaas Wilson Interiors: Sarah Stanke

GENERAL CONTRACTOR: Ron Clark Construction

CLIENT: Bader Development and Ron Clark Development

CONSTRUCTION COST: $23.55 M

COMPLETION DATE: 2022

PROJECT SIZE: 124 Units



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© KORY KEVIN PHOTOGRAPHY

LYRA AT RIVERDALE STATION

MARKET RATE APARTMENTS |

COON RAPIDS, MN

Riverdale Station transit-oriented development is located in Coon Rapids, Minnesota along the North Star Line for easy access to downtown Minneapolis. Lyra at Riverdale Station is the market rate housing portion of the development. The project includes underground parking, retail/commercial space, and potentially senior living. This is part of a five building development.





© KORY KEVIN PHOTOGRAPHY





© KORY KEVIN PHOTOGRAPHY

team & data

ARCHITECT: Kaas Wilson Architects: Link Wilson, principal in charge; Collin Kaas, lead designer; Enrico Williams, project manager; Sarah Stanke, interior designer

ENGINEERS: Civil Site Group, civil; Darren B. Towells structural; Cain Thomas Associates, mechanical, plumbing, electrical

GENERAL CONTRACTOR: Frana Companies

CLIENT: Sherman Associates

CONSTRUCTION COST: $30 million

COMPLETION DATE: 2020

PROJECT SIZE: 272,800 SF; 180 Units



NUVELO AT PARKSIDE

MARKET-RATE | APPLE VALLEY, MN

Nuevelo is an upscale, luxury community located in Apple Valley, MN, situated next to Kelley Park. The site location provides the residents the luxury of being within walking distance of a variety of retail and commercial establishments while the convenience to the nearby highway and public transportation is a great benefit for commuters.

This multi-building project utilizes simple geometries to embrace a modern aesthetic and the careful selection of cladding materials creates a statement.. The open concept of the resort-like amenities creates a vibrant social experience that sets this property apart from others. The community offers upscale amenities such as a rooftop sky lounge, outdoor pool with cabanas, bocce court, theatre room, game room and reservable gathering rooms at varying scales. Parking over the plaza provides ample space for those who are not regularly taking advantage of public transportation.













team & data

ARCHITECT: Kaas Wilson Architects: Petro Megits, principal in charge, project manager; Brian Johnson, CA project manager

ENGINEERS: Civil Site Group, civil/landscape; Darren B. Towells, structural; Cain Thomas Associates, mechanical, plumbing, electrical

GENERAL CONTRACTOR: Stonebridge Construction

CLIENT: Bigos Management

COMPLETION DATE: 2020

CONSTRUCTION COST: Lot 9: $10.9 million; Lot 10: $19.9 million

PROJECT SIZE: Lot 9: 100,644 SF; 61 units Lot 10: 179,476 SF; 114 units

PHOTOGRAPHER: Kory Kevin Photography



AVENTON VICTORY

SAVANNAH, GA

Nestled just off Victory Drive in the heart of Savannah, Georgia, Aventon Victory is a resort-style apartment community that seamlessly blends Southern charm with modern sophistication. Designed for those who crave comfort, convenience, and upscale living, this thoughtfully crafted neighborhood offers a vibrant lifestyle wrapped in timeless elegance.

From its graceful architecture to its stylish interiors, Aventon Victory reflects a harmonious fusion of classic Savannah heritage and contemporary design. Residents enjoy an impressive array of amenities, including:

- A sparkling saltwater pool for refreshing dips
- A serene yoga studio and state-of-the-art fitness center
- A luxurious pet spa and expansive dog park
- Outdoor gathering spaces with grilling stations and cozy fire pits

Commissioned to bring this vision to life, Kaas Wilson Architects (Watts Leaf Architects) designed approximately 280 residences across lots 135–140, 149–154, and 171–175 of the Olympus Subdivision. The result: four distinctive apartment buildings, a welcoming clubhouse, and 433 surface parking spaces—all thoughtfully arranged to foster community and comfort. With eleven unique floor plans, there's a perfect fit for every lifestyle.

Aventon Victory isn't just a place to live—it's a place to thrive. Where the grace of Savannah's storied past meets the ease of modern living, every detail invites you to experience life at its finest.













team & data

ARCHITECT: KAAS WILSON ARCHITECTS: Alex Perry

INTERIOR DESIGN: Studio 5 Interiors, Inc.

CONSULTANTS: Coleman Company, Civil; Thomas & Hutton, Landscape Architect; Structural Consulting Group, Structural; Charlotte Mechanical Engineering, MEP

GENERAL CONTRACTOR: Aventon Construction

CLIENT: Aventon Companies

CONSTRUCTION COST: Not Disclosed

COMPLETION DATE: 2025

PROJECT SIZE: 4 Buildings; 312,448 SF; 280 Units



AVENTON KIT CREEK APARTMENTS

CARY, NC

Sitting on a 24-acre site, the project is composed of six separate apartment buildings that encompass a central green and clubhouse. The High Line Canal runs along the site's eastern edge, and its adjacent walking trail connects residents to both nature and their neighborhood.

The clubhouse offers shared amenities such as fitness spaces for both adults and kids, community room, co-working area, locker rooms, and a dog washing station.

















team & data

ARCHITECT: Kaas Wilson Architects

INTERIOR DESIGN: Studio 5 Interiors

ENGINEERS: CM Engineering, mechanical, electrical, plumbing; ; Structural Consulting Group structural

GENERAL CONTRACTOR: Aventon Construction

CLIENT: Aventon

COMPLETION DATE: 2023

PROJECT SIZE: 3 Buildings, 293 units

PHOTOGRAPHER: Halfback Drones





RYA @ 64

MARKET RATE APARTMENTS | RICHFIELD, MN

Rya @RF-64 Apartments were newly constructed in Richfield, MN and are part of a larger development plan for this inner-ring suburb. Conveniently close to Minneapolis, St. Paul and Bloomington, this location offers excellent proximity to numerous retail, restaurant, and community amenities as well as miles of bike paths and parks. Apartment designs include studios to three-bedroom units.













team & data

ARCHITECT: Kaas Wilson Architects: Petro Megits, Christian Borgan, Steven Williams, Matthew Rhein

INTERIOR DESIGN: Kaas Wilson Interiors: Bryn Peterson

ENGINEERS: J-Berd Mechanical, mechanical; Berd Electric, electrical; Civil Site Group, civil/landscape; Sandman Structural Engineers, structural

GENERAL CONTRACTOR: Eagle Construction, Inc.

CLIENT: Schafer Richardson

CONSTRUCTION COST: $33,621,508

COMPLETION DATE: Completed 2022

PROJECT SIZE: 237 units; 293,215 SF

PHOTOGRAPHER: Kory Kevin Photographer



THE EXCHANGE

MARKET RATE APARTMENTS
NEW BRIGHTON, MN

The Exchange is an upscale, 132-unit market rate apartment community located in New Brighton, MN. Named after the bank that formerly resided on this site, this project is nestled into an already well-established commercial development adjacent to Silver Lake Road and provides much needed multi-family housing to the area. The site location provides the residents the luxury of being within walking distance of a variety of retail and commercial establishments while the convenience to the nearby highway is a great benefit for commuters.

Project Highlights:

- Two levels of covered parking
- Private outdoor pool and patio area
- Golf simulator, fitness room, work from home spaces, sky lounge and roof top deck overlooking the highway
- Two-story lobby provides a grand welcoming experience.













team & data

ARCHITECT: Kaas Wilson Architects: Collin Kaas, Peter Costanzo, Griffin Jameson, and Sarah Kern

INTERIOR DESIGN: Kaas Wilson Interiors: Paige Schrupp

ENGINEERS: JBerd and Wild River Electric, mechanical, electrical, plumbing; Stantec, landscape/civil; Sandman Structural Engineers, structural

GENERAL CONTRACTOR: North Shore Contractors

CLIENT: North Shore Development

CONSTRUCTION COST: $26.2 Million

COMPLETION DATE: Completed Summer 2023

PROJECT SIZE: 5 Stories; 132 Units

PHOTOGRAPHER: Scott Amundson Photography



ELEVATE

MARKET RATE APARTMENTS WITH COMMERCIAL | EDEN PRAIRIE, MN

Located adjacent to the SW Transit Park and Ride and proposed LRT station in Eden Prairie, Elevate is a mixed use, transit oriented development located off Technology Drive and Prairie Center Drive. The project consists of 222 market rate and affordable apartment units with a three levels of garage parking for residents. Additionally, this project has 13,000 SF of retail located at grade.

Being a transit oriented development, the site design has been carefully planned to encourage pedestrian and bicycle traffic. Decorative walks and landscaping have been used to create connections to the adjacent pathways and nearby Purgatory Creek Park. Conversely, these same paths have been designed to bring visitors to the heart of the site to the various retail stores without having to cross a vehicular route.

The residents of this property will have the luxury of their own fitness center, community center, roof top deck overlooking Purgatory Creek, and a roof deck Spa.













team & data

ARCHITECT: Kaas Wilson Architects: Link Wilson, principal in charge; Griffin Jameson, project manager

ENGINEERS: BKBM, structural; Civil Site Group, landscape and civil engineering; Steen Engineering, MEP

INTERIORS: Kaas Wilson Interiors: Sarah Stanke

GENERAL CONTRACTOR: Frana Construction

CLIENT: Timberland Partners

COMPLETION DATE: Spring 2019

CONSTRUCTION COST: $41 million

PROJECT SIZE: 13,000 SF commercial; 336,000 SF housing, 222 Units

THE AXIS APARTMENTS

MARKET RATE APARTMENTS | PLYMOUTH, MN



© KAAS WILSON

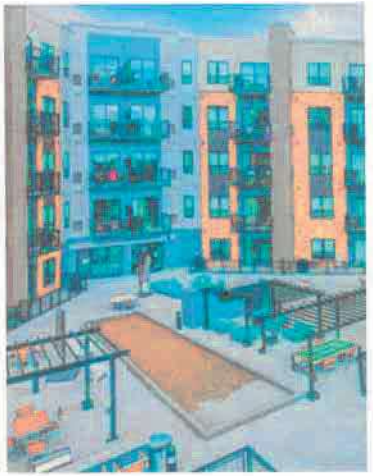
Designed to be "urban chic" in the suburbs, The Axis was designed for those who want the downtown feel but sited comfortably away from the noise and traffic of the city. From young up-and-comers to people looking to downsize, it is attractive to all, with a timeless design to fit in neighborhood while still keeping a modern edge.

The Axis has two levels of parking with five levels of wood frame house above. For the 157 units, the amenity package is typical on the interior of the building: two story lobby, fitness center, separate yoga studio, community room, theater, offices, and business center. However, the exterior plaza includes a grilling area, bocce ball court, putting green, fire pit, gazebos, planters, walk-up units from the plaza, and a pool.

The Axis utilizes a very efficient construction method: the foundation walls do not undulate to correspond to bays and other protrusions on the façade above. Protrusions are cantilevered out of the body instead, and emphasized with the material and color palettes chosen for this building. Protrusions provide view privacy between decks, they contain the unit's HVAC equipment to increase usable square footage, and simplify overall design.




© KAAS WILSON






© KAAS WILSON


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team & data

ARCHITECT: Kaas Wilson Architects: Link Wilson, principal in charge; Petro Megits, senior project manager

ENGINEERS: Loucks Associates, civil; BKBM, structural

CONSULTANTS: BDH + Young Space Design, interior design

GENERAL CONTRACTOR: Stonebridge Construction

CLIENT: 169/55 LLC

CONSTRUCTION COST: $23.9 million

COMPLETION DATE: November 2016

PROJECT SIZE: 245,800 SF; 157 Units

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

MEGITS, PETRO NIKOLAEVICH

1301 AMERICAN BLVD. E. STE 100
MINNEAPOLIS MN 55425

LICENSE NUMBER: AR103198

EXPIRATION DATE: FEBRUARY 28, 2027

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ISSUED: 12/05/2024

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Balsam Green

Project Address: 2231 Fortune Rd, Kissimmee, FL 34744

Parcel ID Number: 18-25-30-00U0-0050-0000

Location Map:



Balsam Green

Balsam Green is proposing a new construction development consisting of approximately 340 units in a three-to four-story housing community located at 2231 Fortune Rd, Kissimmee, Florida 34744. The project is designed to meet the region's growing demand for high-quality, affordable housing where people can relax and enjoy the amenities the community has to offer.

The development will provide a full range of features to support working families and individuals. Community amenities include a fully equipped fitness center, business/study center, community rooms, grilling and picnic areas, and secure on-site parking. The community will host regular events to encourage friendly neighbor relationships through scheduled activities, parties, and newsletters among a variety of other events. Apartment interiors will feature modern, high-end finishes such as granite countertops, patios or balconies, walk-in closets, and energy-efficient, fully equipped kitchens. Our goal for this development is to create a space where residents can unwind, have fun, feel safe, and have a genuine sense of community with their neighbors.

Balsam Green

Project Name: Palmera
Project Address: 2231 Fortune Rd, Kissimmee, FL 34744
Location Map:



Total Unit Count: Approximately 300

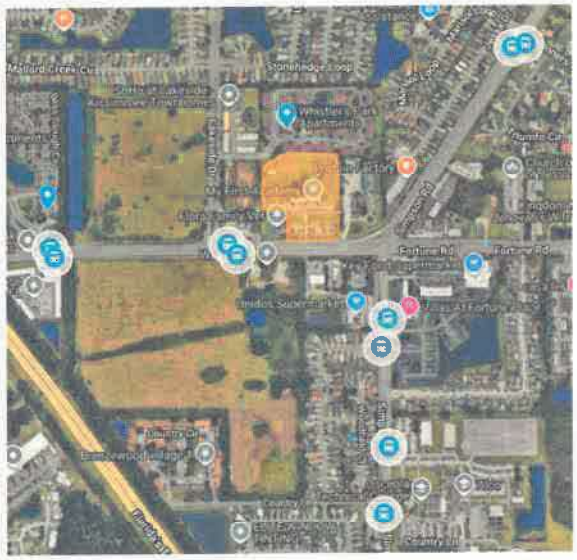
- All unit will be affordable through the "40% at 60% AMI or lower" criteria.

Unit Mix:

- 45 – 1 Bedroom 1 Bathroom Units
  - 40 Units at 60% AMI
  - 5 Units at 40% AMI
- 165 – 2 Bedroom 2 Bathroom Units
  - 149 Units at 60% AMI
  - 16 Units at 40% AMI
- 75 – 3 Bedroom 2 Bathroom Units
  - 67 Units at 60% AMI
  - 8 Units at 40% AMI
- 15 – 4 Bedroom 2 Bathroom Unit
  - 14 Units at 60% AMI
  - 1 Unit at 40% AMI

Transit Services:

- The property has at 10 bus stops for residents within a 0.5-mile radius of the site. Below is an image outlining the bus stops.



Community Services: The community will provide resident activities, on-site voter registration, employment assistance program, financial management program, and a health and wellness program. These services are subject to change but will still be included as required by Florida Housing Finance Corporation, Osceola County, and the City of Kissimmee, FL.

Balsam Green

The following table outlines the anticipated development timeline of the property located at 2231 Fortune Road, Kissimmee, FL 34744.

Development Timeline	
Date	**Item**
10/28/2025	Submission for SAIL
Q2 2026	Submission for Permits
Q3 2026 - Q1 2027	Construction Begins
Q3 2028 - Q1 2029	Construction Completion
Q3 2031 - Q1 2032	Property Achieves Stabilization

Balsam Green

The development will incorporate several security-focused design features to deter crime and enhance resident safety. The community will include motion-activated lighting throughout common areas, secured access through key fob entry systems, and strategically placed security cameras to monitor activity across the property. These measures will create a safer living environment while promoting peace of mind for residents.

Balsam Green

The development at located 2231 Fortune Road, Kissimmee, FL 34744 will consist of ~300 units. It is designed to address the need for quality, affordable housing in Kissimmee, FL by maximizing the number of units available to households. The community will not include any commercial or mixed-use space, allowing the entire site to be dedicated to residential living. This focus ensures that the development will deliver the greatest impact in meeting the local housing demand.

Market Needs Assessment

Project: Fortune Road Affordable Apartments

Location: 2231 Fortune Road, Kissimmee, FL 34744

Parcel ID: 18-25-30-00U0-0050-0000

Units: 300 (new construction)

Executive Summary

The Fortune Road Affordable Apartments will deliver 340 new affordable rental units in Kissimmee, Florida. The project will comply with the 2024-205 SAIL RFA affordability standards in addition to further rules and regulations set forth by Osceola County and the city of Kissimmee.

Project Description

The development will include an array of amenities for residents which include a swimming pool, fitness center, dog park, kids play area, picnic and grilling areas, and a variety of other features to help make the development a strong community within Kissimmee.

Unit Breakout by AMI	
60% AMI	90% (270 units)
40% AMI	10 % (30 units)

Table 1. AMI Breakout

The Development will provide large family units, directly addressing Kissimmee's shortage of affordable housing for families.

Demographic and Economic Overview

Kissimmee has experienced strong population growth over the past decade, primarily driven by in-state movers and those relocating to Florida. The primary drivers of resident relocation within Kissimmee are the lower cost of living, employment base, and large-scale amenities such as Walt Disney World. The median single-family home in Kissimmee costs $367,811 compared to the national median single-family home price of $398,400 (Redfin, 2025). However, when compared to Orlando, FL, the median home price is $433,500 (Redfin,2025). This discrepancy is one of the leading causes of intra-state moves, as those who reside in the high-cost areas are no longer able to afford the living standards. Kissimmee currently ranks 9th among the fastest-growing cities in Florida and shows no signs of slowing down.

Proposed Rents Net of Utility Allowance	
60% AMI	
One-Bedroom - One-Bathroom	1,119
Two-Bedroom - Two-Bathroom	1,337
Three-Bedroom - Two-Bathroom	1,536
Four-Bedroom - Two-Bathroom	1,704
40% AMI	
One-Bedroom - One-Bathroom	724
Two-Bedroom - Two-Bathroom	863
Three-Bedroom - Two-Bathroom	988
Four-Bedroom - Two-Bathroom	1,093

Table 2. Proposed Rents

Kissimmee, Florida had a 2023 median household income of $59,142 23.9% below the national median household income (MHI) of $77,719. (U.S. Census Bureau, 2025). MHI has increased 4.63% annually over the past ten years, which is higher than the national MHI growth of 4.0% in 2023.

Kissimmee's employment base is heavily service-driven, anchored by tourism and hospitality, which are closely tied to Walt Disney World and the US-192 resort corridor. In Osceola County (which includes Kissimmee), Leisure & Hospitality accounts for roughly one-fifth of all jobs (20%), ahead of most other sectors, and the largest local employers are overwhelmingly service-oriented—The Walt Disney Company, Gaylord Palms Resort & Convention Center, Westgate Resorts, Walmart, Publix, Advent Health, and Goodwill, among them. This mix means many of the roles that are most available and persistently "in-need" are amusement/theme-park, hotels, restaurants, retail, and other customer-facing positions.

According to the United States Census Bureau, approximately 52% of the residents of the city of Kissimmee rent, while the owner-occupied rate stands at 48%. According to HUD, of the 52% that rent, approximately two-thirds of Kissimmee renters live in apartments. Current HUD market analysis for the Orlando–Kissimmee–Sanford metro (which includes Kissimmee), shows about 57% of occupied rentals are in large apartment buildings (5+ units), ~10% reside in small multifamily (2–4 units), and ~30% reside in single-family rentals with the remainder being classified as "other."

Housing Market Analysis

Market rents in Kissimmee remain materially above LIHTC rent levels. Market area benchmarks from HUD indicate that the average price of a 1BD, 2BD, 3BD, and 4BD are $1,752, $2,148, $2,412, and $2,669, respectively. The average LIHTC rent in Kissimmee based on surrounding rents for 1BD, 2BD, 3BD, and 4BD are $1,147, $1,374, $1,553, and $1,757, respectively. The average gap from a market rate unit to a LIHTC unit is $631, indicating a large need for affordable housing.

Based on the latest HUD data, approximately 11,500 households in Kissimmee fall at or below the benchmark of 60% AMI and qualify for income-restricted housing. However, per Yardi Matrix, approximately 5,000-6,000 LIHTC units are available within city limits. This creates an apparent gap between those who need housing and the amount of housing available. With the rising demand for affordable housing, closing the gap requires a significant increase in affordable units available.

Unit Mix	
One-Bedroom - One-Bathroom	45
Two-Bedroom - Two-Bathroom	165
Three-Bedroom - Two-Bathroom	75
Four-Bedroom - Two-Bathroom	15

Table 3. Unit Mix

Affordability Distribution	
60% AMI	
One-Bedroom - One-Bathroom	40
Two-Bedroom - Two-Bathroom	149
Three-Bedroom - Two-Bathroom	67
Four-Bedroom - Two-Bathroom	14
40% AMI	
One-Bedroom - One-Bathroom	5
Two-Bedroom - Two-Bathroom	16
Three-Bedroom - Two-Bathroom	8
Four-Bedroom - Two-Bathroom	1

Table 4. Affordability Distribution

Apartment market conditions in Kissimmee have softened due to a large influx of new supply coming available. According to HUD, the current apartment vacancy rate in Kissimmee is nearly 10%, an increase from a low of 5.4% in 2022. After several thousand market rate and LIHTC units were constructed across Osceola County, rents have eased slightly to an

average of nearly $1,800, with absorption remains healthy. Tenure patterns remain renter-heavy, with approximately 52% of Kissimmee households renting today, compared to 54% in 2010 - a modest shift back toward ownership, but with renting still prevalent.

In the Orlando-Kissimmee-Sanford HMA, construction is more heavily weighted toward rentals rather than for-sale housing. As of July 1, 2024, there were approximately 17,750 rental units under construction, compared to about 9,200 homes. Roughly 22% of the rental construction pipeline is in the City of Kissimmee. Illustrative's local projects include Tapestry Headwaters (approx. 316 units; delivered 2024; market-rate), Sonoma Vue Apartments (approx. 322 units; advancing on W. Carroll St; market-rate), Weston 4 Hundred (approx. 205 units near SunRail; workforce with rents capped at 120% AMI), and Maison at Solivita Marketplace (approx. 396 units; LIHTC/income-restricted). Additionally, Salix on Vine, developed by Lincoln Avenue Capital, is adding another affordable community to the area's pipeline.

Demand Analysis

With the local median household income of $59,142 and a 60% AMI threshold of $35,400, an estimated 40% of Kissimmee households would be income-eligible for LIHTC units restricted at 60% AMI. This estimate is based on the HUD ACS income distribution chart, which shows approximately 39% of households earn ≤$34,999, in addition to nearly 8% of those in the $35,000-$49,999 band that fall below $35,400. Actual eligibility is determined by HUD income limits based on household size, meaning the precise share of qualified households vary by unit type and household composition.

The project's 340 units represent a modest capture of the eligible population. Based on the U.S. Census Bureau's data compared to Novogradac's 4-person Average Median Gross Income (AMGI), the eligible percentage of the population in Osceola County, FL, in 2023 was ~61%. As shown in the table below, the portion of those who qualify for low-income housing has risen 44% from 2015 to 2023. Furthermore, the proposed location of the development is in Census Tract 427.01, which is in the second quintile of median household income, ranging from $38,500 to $51,900. This means that the majority of residents in the tract would income-qualify, with a majority of those in surrounding tracts also income-qualify

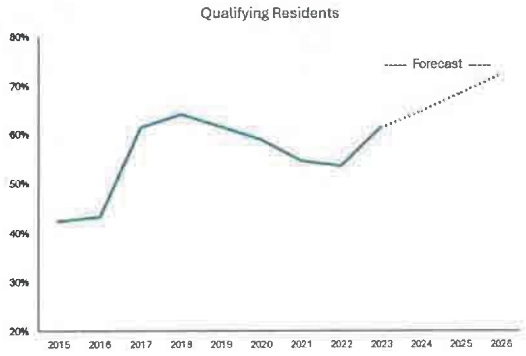


Table 5. Qualifying Residents

Competitive Properties

	Competitor 1	Competitor 2	Competitor 3
Units	394	421	238
Year Built	2003	2001	2015
Rents:			
One-Bedroom - One-Bathroom	1,112	1,105	1,224
Two-Bedroom - Two-Bathroom	1,342	1,338	1,442
Three-Bedroom - Two-Bathroom	1,556	1,554	1,550
Four-Bedroom - Two-Bathroom	-	1,739	1,775

Table 6. Competitive Properties

Conclusion

As the growing need for affordable housing grows across the country, Kissimmee has become part of the many that require additional affordable homes. As a majority of Kissimmee's workforce population is centered around service-related jobs, the ability to afford new, safe and affordable housing lessens as the cost of living rises. To address this issue, it requires a culmination of effort between the government, state, county, city, and developers to provide new housing. By expanding the market share of affordable developments, it will provide a more even balance of affordability in housing. Expanding affordable housing in Kissimmee will reduce rent burden, stabilize families, and support the local workforce that powers the region's economy.

The following criteria must be met in order to qualify to live at **Palmera.** We are pledged to the letter and spirit of the United States policy for achievement of equal housing opportunity throughout the nation.

Pursuant to the provisions of Section 214 of the Housing Act, occupancy is restricted to United States citizens and non-citizens with eligible immigration status.

This document is available to each applicant at the time of application. Every applicant is advised to read this document. You may read the Tenant Selection Plan and Screening Criteria at our office, or you can request a copy from the manager to take with you. You may also request an electronic copy of this policy be sent to you to a specified address via electronic mail.

NON-DISCRIMINATION: Palmera (herein the "Community") and Asset Living Southeast, LLC (herein the "Agent") shall comply with all federal, state, and local fair housing and civil rights laws and with all equal opportunity requirements as required by law, including without limitation HUD administrative procedures. Federal laws forbid discrimination based on race, color, creed, religion, sex, age, handicap, familial status, marital status, sexual orientation, gender identity, elderliness, or national origin. Discrimination against any social or economic class is also prohibited (for example: welfare recipients; single parent households, etc.) These requirements apply to all aspects of tenant relations including without limitation: accepting and processing applications, selecting residents from among eligible Applicants on the waiting list, assigning units, certifying and re-certifying eligibility and terminating tenancies. Management will also take reasonable steps to ensure meaningful access to information and services that we provide for persons with Limited English Proficiency which may include but is not limited to interpreter services and/or written materials translated into other languages. In compliance with Section 504 regulations the **Community** and the **Agent** does not discriminate based on handicapped status in the admission, access to, treatment, or employment in our federally assisted programs and activities. Management will consider requests from individuals with disabling conditions or mobility impairments for reasonable accommodations/modifications in policies, practices or facilities, so long as such requests do not present an undue administrative or financial burden to management, the cooperative, or alter the fundamental nature of the program or property.

The **Community** has approximately 300 units reserved for occupancy by low-income (60% AMI), very low-income (40% AMI) and extremely low (30% AMI) households.

Special Set-Aside: Link MOU

There will be approximately 15 units (5% of the total units) set-aside for persons with a Special Needs that are referred by a supportive services lead agency and are designated approved by Florida Housing Finance Corporation (FHFC). These set-aside units are known as "Link" units. Asset Living Southeast, LLC. will manage the process according to the MOU (Memorandum of Understanding) between the property and the supportive service agency.

ELIGIBILITY (PROGRAM) CRITERIA

In the selection of applicants for admission, Eligibility Criteria have been established in accordance with **HUD guidelines**. All applicants will be screened carefully, and the following eligibility standards will be applied.

Provide Information: All applicants must cooperate in completing the rental application and providing information necessary to determine their eligibility for the HUD programs available.
Income Limits: Applicants must qualify under the income guidelines established by the Departmentof Housing and Urban Development. The current, applicable income limits will be posted in the management office and updated annually as posted and provided FHFC or you can visit the FHFC website.
Student Eligibility: If all applicants/occupants of a unit are full-time students the full-time student test will be applied as required by the Restrictive Covenants and Governing Documents. Failure ofapplicant to meet any of these requirements means that the applicant will not be considered for housing at the Property. These requirements cannot be waived nor are they subject to mitigating circumstances. The applicant will be removed from the Site-Based Wait List and will not be permittedto reapply for six-months.
Social Security Numbers: All applicants must disclose and provide permitted acceptable documentation of social security numbers for all household members aged 6 and older.
Birth Certificates: Birth Certificates must be provided for all household members.
U.S. Citizenship: Applicants must declare U.S. Citizenship or submit evidence of eligible immigration status for each family member in accordance with Section 214 of the Housing and community Development Act of 1980, as amended. Households that have no members with citizenship of eligible immigration status do not qualify for assistance. Prorated assistance is available to families whose households included at least one member with citizenship or eligible immigration status that has been verified through the INS.

APPLICATION PROCESSING PROCEDURES

Complete Application Packets will be accepted at the property's rental office during regular business hours between the times of 10am and 4pm. Persons requiring special accommodations should contact the Management Office. Application Packets will be mailed upon request.

PLEASE NOTE that all Head of Household and/or legally adult residents, who will appear on the lease agreement, must qualify individually. If any one such Applicant is rejected, that Applicant will not be permitted to reside in the

apartment. Those remaining adult Applicants, whose applications are accepted, however, will be permitted to reside in the apartment community if they still so desire.

Applications will be screened in accordance with program eligibility requirement and the criteria set forth in this Tenant Selection Plan.

Management will not prescreen applicants verbally or in person until they have been contacted by mail to arrange an eligibility interview. No person may be refused the right to apply for housing unless the development's waiting list is closed for a unit size or type and notice of the closed waiting list is posted in a prominent common area accessible to tenants and applicants.

Upon completion of the application, Management will place the application on the appropriate waiting list. Incomplete applications will be rejected, returned to the applicant and will not be evaluated until all the required information has been provided. All household members must be listed on the application form.

Once you are notified by phone and mail to contact the office to arrange an eligibility interview, you will be given (7) calendar days to respond. Failure to respond within the (7) days will result in your application being removed from the waiting list. The **Community** may make exceptions to the procedures described herein to consider circumstances beyond the applicant's control, including medical problems or extreme weather conditions.

Applicants will be required to provide proof of identity. Management will review the eligibility requirements and tenant selection criteria with the applicant. The **Community** will explain the tenant selection process and explain the verification process.

Note: Eligibility or placement on the waiting list does not constitute acceptance and further screening is required to determine an applicant's ability to maintain a successful tenancy.

Should the applicant fail to meet income restrictions or mandatory screening, management will provide a denial letter in accordance with HUD regulations stating the reason for the denial.

APPLICANT SELECTION

Subject to the "extremely low-income" preference addressed in Section V, all applicants who meet the program eligibility requirements described in this tenant selection criteria plan, will be offered housing in accordance with the HUD regulations. When a unit becomes vacant, the **Community** will select the next applicant from the waiting list based on the unit size available, preferences established for the property (if applicable), applicable income-targeting policies and requirements, and applicable screening policies applied by the owner. The **Community** will select the first name on the waiting list for the appropriate unit size (or list of names for units reserved for disabled applicants) and make a final determination of eligibility and suitability for tenancy. An applicant will be notified by mail or phone when he/she is next on the waiting list and considered for housing. The Community shall maintain a separate waiting list for individuals or families who are referred by a designated Referral Agency and prioritize these individuals for any available Link/Special Needs units. During and after lease-up, Referral Agency referrals must be moved in first, regardless of chronological order of the general waiting list, until all Link/Special Needs units are occupied with Referral Agency referrals.

APPLICANTS WITH ACCESSIBILITY OR SPECIAL NEEDS

Applicants, whose household includes "a person with a disability", may request a current list of accessible units or a reasonable accommodation. - A description of reasonable accommodations or reasonable modifications for persons with disabilities, pursuant to Section 504 of the Rehabilitation Act of 1973. The description shall include accommodations that must be considered by the Development such as physical dwelling unit modifications for greater accessibility and use, as well as individualized assessments of mitigating factors related to a disability that adversely affected a household's credit, eviction or criminal history. The description shall also include the process for requesting a reasonable accommodation, the determination approach, and decision-making timelines.
The **Community** shall not be held responsible for certifying the unit as accessible. Such determination is the responsibility of the family.

Verification of a disability from an applicable professional may be required when the applicant requests a modification to a unit, eligibility for a preference based on disability status, or a reasonable accommodation. Inquiries concerning a person's disability or disabilities in this regard will be limited to verification of the disability and the need for an accommodation or the qualification for a program. The **Community** will not make inquiries regarding an applicant's ability to comply with the terms of the lease, including caring for the unit, unless past tenancy history or other evidence suggests that applicant is unable to satisfy some term of the lease.
The applicant must notify the **Community** of their requirement for a unit with accessibility features. Approval for such a unit is at the discretion of management. The applicant will remain on the waiting list until an appropriate unit becomes available.

An approved applicant may, at their option, accept a unit without accessibility features and be placed on an internal transfer list for an accessible unit. Placement on the transfer list does not guarantee that an accessible unit will be available.

Reasonable accommodation or modification may be made to the unit by management in accordance with the Section 504 requirements. Applicants eligible for handicapped accessible units may choose to be on lists for accessible and standard units.

The person named below has been designated to coordinate compliance with the non-discrimination requirements contained in the Department of Housing & Urban Development's regulations implementing Section 504 (24 CFP Part 8 dated June 2, 1988).

Elizabeth Collins, 504 Coordinator
Asset Living
262 Crystal Grove Blvd
Lutz, FL 33548

Office: 813-963-2055 ext. 100
TDD: 711
Fax: 813-963.2082

Applicants will be required to sign a release form enabling Asset Living Southeast, LLC to obtain information about their credit history from a credit bureau or agency, previous rental history from current and past landlords, current employments status, and criminal records.

Credit History- Each applicant's credit worthiness will be established on the basis of a report received from Real Page. This report incorporates information found on standard credit reports such as Equifax, Experian or Trans Union. A satisfactory history in meeting financial obligations on a timely basis; including rent, utility payments, loans, and credit. If no credit has been established and all other acceptance criteria have been met, an additional security deposit will be accepted.

Management will review all credit references without charge to the applicant. Lack of credit history shall not be grounds for rejection, but a poor credit history may be. The credit history related to medical expenses, cable and internet services will not be taken into consideration when conducting credit checks. The following items shall be considered examples of unfavorable credit and will be taken as an indication of the applicant's inability or unwillingness to pay rent on time and shall serve as the basis for rejection:

a) Any one (single account) credit obligation, which is 3 months or more delinquent, excluding medical expenses, cable, internet and student loans.
b) Any unsettled court imposed fine.
c) Any one suit not remedied or a suit pending.
d) Any unsatisfied judgment, bankruptcy or liens appearing on the credit report.
e) Medical bills are exempt and not included.
f) All credit shown in the report issued by the credit bureau will reflect on both spouses in the absence of divorce and/or legal documentation which clearly separates the parties' credit responsibilities. In the case of unfavorable credit references, the responsibility of management is limited to informing the applicant that the application has been rejected based on confidential information received from the credit bureau. If the applicant believes the credit report is in error, management is agreeable to re- appraising a credit report forwarded to management by the credit bureau on behalf of the applicant which identifies corrections or additions made because of action taken by the applicant directly with the credit bureau. The applicant is, however, considered rejected until such updated information is received. The position on the waiting list will be suspended pending receipt of corrected information; however, the suspension will be allowed for a maximum of sixty days, after which time, the rejection will become final.

Rental History- Each applicant must provide the most recent five years verifiable rental history. The rental history of each adult household member will be reviewed using the following minimum requirements:

Any one history indicating the applicant "skipped" or owes a balance for rent or damages to a current or previous Landlord.

The eviction history look-back period must not be more than 5 years. A household is permitted one eviction during the 5-year look-back period, unless the eviction was due to causing physical harm to development staff, tenants, or intentional property damage.

Any two late payments of rent during any six (6) month period.

Any rental history indicating that the applicant, household member or visitor was destructive to the apartment, or surrounding area, or was responsible for disturbing the safety, security or right to peaceful enjoyment of other residents.

Any unauthorized alteration to the apartment which would create an insurance risk or fire hazard.

Unsanitary living conditions due to lack of housekeeping.

Criminal History- The **Community** will conduct criminal background checks on each household member 18 years of age or older. Each jurisdiction lived in during the past 20 years will be checked. Court records must show the disposition of any charges on the "Arrest Record". A delay in final processing of your application may occur. Convictions and not arrests will be the basis of criminal screening. Applicants with a record of arrests will be accepted only in the following circumstances:

- No felony or misdemeanor conviction for a crime against a person;
- No felony conviction for the last ten (10) years for a crime against property;
- No felony conviction for the last ten (10) years for a drug related crime;
  No unresolved record or conviction for murder, rape, attempted murder or attempted rape, armed robbery, child abuse or molestation, violence (e.g. aggravated assault) and/or drug possession;
- Absence of past and present behavior which poses a threat to the health, safety, peaceful environment or welfare of other residents and employees of Asset Living Southeast, LLC.

- No current requirement by any state to register as a sexual offender.

The head of the applicant household must provide an affidavit that all family members under 18 have not been convicted of a crime classifying them as an adult.

Applicants are required to provide proof of identification, including Government Issued picture identification, Birth Certificates and Social Security card for all household members.

If all members of a Housing Credit household are full-time students, they must meet student guidelines set by US Department of Housing & Urban Development.

Evidence of drug or alcohol abuse by any household member constitutes grounds for the rejection of application.

If an application is rejected, the applicant will be promptly notified in writing (within 5 business days), including the reasons for rejection and an offer to discuss those reasons in an informal conference within 14 days. At the informal conference, the applicant will have the right to show and prove documentation mitigating any circumstance that may have contributed to their failure to be approved under this Resident Selection Criteria. A written description of potential mitigating circumstances will be provided upon request.

The **Community** may require additional documents as deemed necessary to determine the applicant's ability to uphold the lease agreement. Applicants are required to respond within the specified time frame outlined in written notice given. Failure to do so will result in applicant's rejection of application or removal from the waiting list(s).

Minimum income guidelines are as follows: In order to be considered income qualified for all apartment homes any household (includes recipients of Project Based Section 8 Housing Choice Certificates) must have a monthly gross income that is greater than 2 times the resident out-of-pocket monthly rent expense or a total annual income equal to $1,500 per household member (whichever is greater). For ELI (Extremely Low Income) households, the total monthly income must be a minimum of 1.5 times and no more than 2 times the monthly rent.

Residents whose Household members turn 18 years old in between Annual Recertification will have 14 days from date that they turn 18 to meet with management and sign the HUD 9887 and HUD 9887A forms, along with any other verifications needed to determine continued eligibility.

Selecting the appropriate size unit will be done in accordance with the Owner's General **Occupancy Standards.**

The following are factors determining selection for an apartment and unit size:

- All full-time members of the household
- Children away at school but live with the family at least 50 percent of the year.
- Children, who are subject to a joint custody agreement, but live in the unit at least 50 percent of the time.
- An unborn child
- Foster children who will reside in the unit.
- Live-in attendants
- Children who are temporarily in foster care and are expected to return to the family.
- A maximum of two persons per bedroom.
- Single persons will only be housed in an efficiency (zero bedroom) or one-bedroom unit.
- A single person who is not an elderly or displaced person, a person with disabilities or the remaining member of a resident family may not be provided a housing unit with two or more bedrooms.

Number of Persons

No. of Bedrooms	Minimum	Maximum
1	1	2
2	1	4
3	2	6

PROCEDURES FOR APPLYING PREFERENCES & TRANSFER SELECTION PRIORITIES

It is likely that there will be more applicants for housing than can be assisted. In order to select those families most in need of housing, the following priority and preference have been established as the basis of selecting residents from among all applicants:

1. Handicapped or disabled eligible families **when units are designated for their use.**
2. Transfers due to Change in Family Composition (overcrowding or underutilization, this could be management initiated, Reasonable Accommodations (the need for accessible unit due to medical condition/medical equipment, or maximum use of Section 8 slots after initial lease period (partially assisted properties).
3. If this property has adopted a preference to house X number of units of the Extremely Low Income (ELI) units within the property to be set aside for Persons with Special Needs as defined in 420.0004(13) Florida

Statutes. These set aside units are known as Link units. These units shall be set aside specifically for individuals or families who are referred by a Florida Housing-designated Referral Agency. The property must prioritize these referred individuals for an available Link unit.

During and after initial lease-up, Referral Agency referrals must be moved in first, regardless of chronological order of the general waiting list, until all Link units are occupied with Referral Agency referrals.

Within each of the above listed groups, approved applicants will be housed based solely on the date and time of application. All applicants claiming preferences remain subject to eligibility program criteria as noted.

WAITING LIST PROCEDURES

Assignment to a position on the waiting list will be based on this preliminary determination and will be formally verified as the applicant's name advances on the waiting list. The applicant will be placed on the waiting list by date and time of receipt of application.

a) Waiting lists will be organized by a master list in chronological order by date and time. Also, a separate list is required for each type of unit in the same order (subsidy, physically adapted unit, etc.).
b) Each applicant must be placed on the appropriate waiting list(s) chronologically according to the date and time of receipt of the completed application and will be selected based on that order.
c) Households that are eligible for more than one size of unit (by bedroom size) may choose to be placed on multiple waiting lists as appropriate and the Agent will respect the bedroom size option chosen by the applicant unless such choice violates the local zoning code, other applicable laws, or The Community's Occupancy Policy.
d) All records, including the application, will be retained for a period of three (3) years after final determination has been made related to said application.
e) If the applicant is eligible and offered a unit and refuses the unit, the application is returned to the waiting list, annotated as to the date of declination, to be selected again.
f) No penalty is associated with the first refusal, but upon a second refusal, the applicant is placed at the bottom of the waiting list, using the second (2nd) declination date and time as the new application date and time. Should management contact the applicant a third time and receive no response or a declination, the application will be removed from the waiting list.
g) In carrying out the above plan, the applicant will be notified by phone and in writing by first class mail and given (7) days to accept or decline the unit offered.
h) Departing Family Member - If any departing family member(s) would like to be considered for housing at the property, will need to complete an application for housing and will be placed on the waiting list according to the date and time the application was received and will be subject to the screening criteria for the property.

UPDATING OF WAITING LIST

Annually, applicants on the eligible waiting list are contacted to determine continued interest in remaining on the waiting list at the Community. A letter is sent to the applicant's last known address, allowing the applicant (14) days to contact management. If contact by the applicant is not made, or if the letter is returned, the applicant is removed from the waiting list.

A waiting list will be closed when the number of current applications exceeds five years of projected vacancies and opened when it drops below two years of projected vacancies.
When the waiting list is closed or re-opened, it shall be advertised publicly in the local newspaper and on the Rental Office door with information regarding unit size and where and when to apply.

CHANGES TO THE APPLICATIONS WHILE ON THE WAITING LIST

It is the responsibility of the applicant to inform the Management office of any changes of mailing address, family composition, and household income or phone numbers. If the household composition changes management will determine whether the household needs are the same or require a different unit size. If the family requires a different unit size, their place on the waiting list is based on the date of the new determination of family composition.

The Violence Against Women Act (VAWA, P.L. 109-62) and the Justice Department Reauthorization Act of 2005 protect housing assistance applicants and residents who have been victimized by domestic violence, dating violence and stalking as follows:

a. Applicants cannot be denied rental assistance solely because they were previously evicted from an assisted site for being victims of domestic violence;
b. Applicants cannot be denied assistance solely for criminal activity or other acts against them that were directly related to domestic violence;
c. Residents cannot be evicted, nor have their subsidies terminated solely because they were victims of domestic violence. Being a victim of domestic violence does not qualify as a "serious or repeated violation of the lease" or "other good cause" for eviction.
d. The domestic abusers may be evicted and their names removed from leases. Remaining household members may continue residency as long as they are eligible.

e. All VAWA information (Certifications and documentation) will be placed in a separate secured file and not in the regular tenant file.

If an applicant is a victim of domestic violence, certification of victim status will be required, which includes names of abusers, if known. Only victim service providers, medical professionals or attorneyswho have counseled a victim can provide third-party verification of the applicant's/resident's status asa domestic violence victim.

REJECTION CRITERIA

Management reserves the right to reject applicants for admission if it is determined that the applicant or any member of the household falls within any one or more of the following categories:

a) **Misrepresentation:** Willful or serious misrepresentation in the application procedure for the apartment or certification process for any government assisted dwelling unit.

b) **Records of Disturbance of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior:** Includes behavior or conduct which adversely affects the safety or welfare of other persons by physical violence, gross negligence or irresponsibility which damages the equipment or premises in which the family resides, or which is disturbing or dangerous to neighbors or disrupts the quiet and peaceful enjoyment of their home and community life.

c) **Violent Behavior:** Includes evidence of acts of violence or of any other conduct, which would constitute a danger or disruption to the peaceful occupancy of neighbors.

d) **Non-compliance with Rental Agreement:** Includes evidence of any failure to comply with the terms of rental agreements at prior residences, such as failure to recertify as required, providing shelter to unauthorized persons, keeping pets or other acts in violation of rules and regulations.

e) **Owing Prior Landlords:** Applicants who owe a balance to present or prior landlords will not be considered for admission until the account is paid in full and reasonable assurance is obtained that the contributing causes for nonpayment of rent or damages have changed sufficiently to enable the family to pay rent and other charges when due. Applicants who owe a prior balance to a Housing Authority will be rejected regardless if paid or unpaid.

f) **Owing Utility Providers:** Applicants who owe a balance to the local utility provider for present or prior residences will not be considered for admission until the account is paid in full and reasonable assurance is obtained that the contributing causes for failure to pay the utility bill have changed sufficiently to enable the family to pay and maintain utilities in the name of the household.

g) **Unsanitary or Hazardous Housekeeping:** Includes generally creating any health or safety hazard through acts of neglect and causing or permitting any damage to or misuse or premises and equipment, if the family is responsible for such hazard, damage or misuse, including but limited to, causing or permitting infestation, foul odors or other problems injuries to other persons' health, welfare or enjoyment of the premises; depositing garbage improperly; failing to use in a reasonable and proper manner all utilities, facilities, services, appliances and equipment within the dwelling unit or failing to maintain them in a clean condition; or any other conduct or neglect which could result in health or safety problems or in damage to the premises.

h) **Credit History:** A consistent, severe or recent history of deficiencies in overall credit or rent payment which indicate the family will be unable or would otherwise fail to pay when due rent for the apartment and other expenses relating to occupancy of the apartment.

i) **Criminal Activity:** Management has established a policy to reject all applications where the applicant or any household member has engaged in certain criminal activity. Management reserves the right to require criminal background checks on a continuous basis.

Reasonable Accommodation: If the applicant requests an additional interview to determine whether mitigating circumstances or reasonable accommodation would make it possible to accept his/her application, Management will do so based on Section 504 of the Rehabilitation Act of 1973.

Equal Housing Requirements

The Community does not discriminate based on elderliness, race, color, creed, religion, sex, national origin, handicap or familial status. Additionally, the Final Rule published as *Equal Access to Housing in HUD Programs – Regardless of Sexual Orientation or Gender Identity* ensures that HUD's core housing programs be open to all eligible persons regardless of sexual orientation, gender identity or marital status. The owner/agent will comply with this rule and state and local laws that provide the same or similar protections.

All federally assisted housing communities must adhere to the following standards:

- There will be no priorities or application criteria, (e.g. variations in applications, variations in charges deposits) based upon race, creed, color, religion, national origin, handicap or familial status, sex, age, marital status, sexual orientation, gender identity or elderliness.
- There will be no assigning of minorities to designated units or sections of the building.
- There will be no discrimination because of disproportionate mixture of sexes.
- There is no priority based on sponsoring organizations.

- No inquiries will be made to determine whether an applicant has a disability or the nature or severity of such disability except to determine if there is a need for a unit with accessibility features.
- Marketing of vacancies will be done in accordance with the most currently approved Affirmative Fair Housing Marketing Plan (AFHMP)

The Community, its Owner, Agents and Affiliates, are pledged to the letter and spirit of the federal law and policy for the achievement of equal housing opportunity. The Community and its affiliates comply with all applicable federal, state and local laws which prohibit discrimination against persons because of race, color, religion, age, familial status, sexual orientation, handicap or disability, or use of a guide or support animal because of a disability. Selection of residents from among program eligible applicants will be in a nondiscriminatory manner consistent with the housing program for the Community.

Grievance Procedure: Management will follow the grievance process in compliance with requirements set forth in the HUD Handbook 4350.3 when rejecting an application, management will:

a. Provide notification in writing of reasons for rejection;
b. Inform the applicant they have **14 days** to request in writing a meeting to discuss therejection;
c. Participate through a representative in an informal meeting;
d. Provide a written determination to the applicant within **5 days** of meeting.

Modification of Tenant Selection Plan/Criteria – This policy may be amended to meet HUD changes and requirements as needed. In the event of any changes, upon reasonable notice, of at least 30 days, we may at our discretion, satisfy such changes.

I have been given the opportunity to ask any questions that pertain to the Resident Selection Criteria. By signing below certify that we have read and received a copy of these guidelines.

_____ _____
Signature of Head of Household Date

_____ _____
Signature of Other Household Member Date

_____ _____
Management Representative Signature Date

Balsam Green

The community will provide resident activities, on-site voter registration, employment assistance program, financial management program, and health and wellness programs. These services are subject to change but will still be included as required by Florida Housing Finance Corporation, Osceola County, and the City of Kissimmee, FL.

1st page of report
For complete copy contact:
Fran
fran
Kissimmee
(407) 518-2136

UNIVERSAL ENGINEERING SCIENCES
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Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

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- Miami
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- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- St. Petersburg
- Tampa
- Tifton

October 26th 2016

Igelsia Bautista Central de Kissimmee
2275 Fortune Road
Kissimmee, FL 34744

Attention: Benjamin Gonzalez
ibck-cdlv@cfl.rr.com

Reference: **Phase I Environmental Site Assessment**
Existing Commercial Building
2245 Fortune Road
Kissimmee, Osceola County, Florida
UES Project No. 0140.1600363.0000
UES Report No. 1395802

Dear Mr. Gonzalez:

Universal Engineering Sciences, Inc. (UES) has completed the Phase I Environmental Site Assessment (ESA) in compliance with the American Society for Testing and Materials (ASTM) format E1527-13 for the above-referenced property. The purpose of this evaluation was to identify recognized environmental conditions as defined in ASTM E1527-13. Based on the conclusions of the Phase I ESA conducted at the referenced property, UES finds no evidence of unresolved recognized environmental conditions and no further assessment is recommended at this time.

The User of this report is required to ensure that continuing obligations are followed after purchase or acquisition of the subject property. Any land use restrictions in effect at the subject property must be maintained. The User should ensure that all parties at the subject property are following best management practices and taking "reasonable steps" with respect to preventing and limiting exposure to any hazardous substance releases on the subject property. In the event of a future release on the subject property, the property owner or responsible party seek advice from legal counsel on the reporting, assessment, and cleanup obligations, if any, required by law.

Please note that an environmental liens or activity and use limitations search was not performed for the subject property. In accordance with ASTM E1527-13, it is the responsibility of the User of this report to confirm that there are no environmental liens or activity and use limitations filed for the subject property. In the event that any are identified, please contact UES immediately for further evaluation.

UES appreciates this opportunity to provide environmental services to you and we look forward to future endeavors. Please contact the undersigned if you have any questions regarding this report.

Respectfully submitted,
Universal Engineering Sciences, Inc.

Erik Soderstrom, E.I.
Project Engineer

kaas wilson architects

8/22/2025

Regarding: ICC 700 National Green Building Standard (NGBS)

To Whom It May Concern,

For any Development in the state of Florida, Kaas Wilson Architects, LLC, will meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations and rules:

- Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes
- The Fair Housing Act as implemented by 24 CFR 100
- Section 504 of the Rehabilitation Act of 1973; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35.

Proposed Developments will meet the ICC 700 National Green Building Standard (NGBS) Green Building Certification program.

Sincerely,

Petro Megits, AIA
Partner

Tel: 612.879.6000 1301 American Blvd E. Suite 100, Bloomington, MN 55425 www.kaaswilson.com

kaas wilson architects

8/22/2025

Regarding: ICC 700 National Green Building Standard (NGBS)

To Whom It May Concern,

For any Development in the state of Florida, Kaas Wilson Architects, LLC, will meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations and rules:

- Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes
- The Fair Housing Act as implemented by 24 CFR 100
- Section 504 of the Rehabilitation Act of 1973; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35.

Proposed Developments will meet the ICC 700 National Green Building Standard (NGBS) Green Building Certification program.

Sincerely,

Petro Megits, AIA
Partner

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF * ITEMS. IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.

What was the Development Category of the Proposed Development: New Construction

Indicate the number of total units in the proposed Development: 300 Units

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS	3 TOTAL COSTS
DEVELOPMENT COSTS			
Actual Construction Costs			
Demolition			
Commercial/Retail Space See Note (5)			
New Construction Activities	53,947,368.00		53,947,368.00
*Site Work (explain off-site work in detail)			
Rehab Construction Activities			
*Other (explain in detail)			
A1.1. Actual Construction Cost	$ 53,947,368.00	$	$ 53,947,368.00
A1.2. General Contractor Fee See Note (6) (Max. 14% of A1.1., column 3)	$ 7,552,631.00	$	$ 7,552,631.00
Max GCF @ 14%: $7,552,631.00			
A1.3. TOTAL ACTUAL CONSTRUCTION COSTS	$ 61,499,999.00	$	$ 61,499,999.00
A1.4. HARD COST CONTINGENCY See Note (4)	$ 3,074,999.00	$	$ 3,074,999.00
Max HCC @ 5%: $3,074,999.95			

Balsam Green

RFA 2024-205 DEVELOPMENT COST PRO FORMA

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE COSTS	3 TOTAL COSTS
General Development Costs			
Professional Fees	2,486,251.00	781,740.00	3,267,991.00
Builder's Risk Insurance	768,750.00		768,750.00
Local Government Fees & Taxes	5,107,500.00		5,107,500.00
FHFC Costs & Fees See Note (2)	232,250.00	896,631.00	1,128,881.00
Tenant Relocation Costs			
*Other (explain in detail)	360,000.00	430,000.00	790,000.00
A2.1. TOTAL GENERAL DEVELOPMENT COST	$ 8,954,751.00	$ 2,108,371.00	$ 11,063,122.00
A2.2. SOFT COST CONTINGENCY See Note (4)	$	$	$
Max SCC @ 5%: $553,756.10			
Financial Costs			
Construction & Bridge Funding Costs	5,798,000.00	865,500.00	6,663,500.00
Permanent Funding Costs			
*Other (explain in detail)			
A3. TOTAL FINANCIAL COSTS	$ 5,798,000.00	$ 865,500.00	$ 6,663,500.00
ACQUISITION COST OF EXISTING DEVELOPMENT (excluding land)			
Existing Building(s)			
*Other (explain in detail)			
B. TOTAL ACQUISITION COSTS OF EXISTING DEVELOPMENT (excluding land)	$	$	$
C. DEVELOPMENT COST (A1.3+A1.4+A2.1+A2.2+A3+B)	$ 79,327,749.00	$ 2,973,871.00	$ 82,301,620.00

Developer Fee See Note (1)			
Developer Fee on Acquisition Costs			
Max DF @ 15%: $0.00			
Developer Fee on Non-Acquisition Costs	14,814,291.00		14,814,291.00
Max DF @ 15%: $14,814,291.00			
D. TOTAL DEVELOPER FEE	$ 14,814,291.00	$	$ 14,814,291.00
Max Total DF: $14,814,291.00			
E. OPERATING DEFICIT RESERVES See Note (6)	$	$ 1,050,000.00	$ 1,050,000.00
Max ODR: $1,050,000.00			
F. TOTAL LAND COST	$	$ 5,800,000.00	$ 5,800,000.00
G. TOTAL DEVELOPMENT COST See Note (7) (C+D+E+F)	$ 94,142,040.00	$ 9,823,871.00	$ 103,965,911.00

Note: Developer Fee paid is inclusive of self-sourced portion of SAIL Loan provided as equity by Balsam Green.

Balsam Green

Palmera - Kissimmee New Construction

SOURCE AND USE SUMMARY

	Construction		Permanent	
Sources of Funds:	*Per Unit*	*Total*	*Per Unit*	*Total*
First Mortgage - Fixed	-	-	139,067	41,720,000
Construction Loan - Floating	103,966	31,189,774	-	-
Equity Bridge Loan - Floating	121,137	36,340,964	-	-
Low Income Tax Credit Equity	33,860	10,157,926	135,439	40,631,706
GP/SLP Equity	1	200	1	200
Cash Flow Prior to Stabilization	-	-	3,835	1,150,498
ELI Funding	3,333	1,000,000	3,333	1,000,000
SAIL Loan	22,550	6,765,000	22,550	6,765,000
Balsam Green Self-Source SAIL Equity	11,275	3,382,500	11,275	3,382,500
Deferred Developer Fee	-	-	31,053	9,316,011
Total Source of Funds	**296,121**	**88,836,364**	**346,553**	**103,965,914**
Uses of Funds:	***Per Unit***	***Total***	*Per Unit*	*Total*
Acquisition Costs	19,333	5,800,000	19,333	5,800,000
Construction Costs	236,038	70,811,250	236,038	70,811,250
Reserves	23,303	6,990,800	27,103	8,130,800
Professional Services	6,034	1,810,050	6,034	1,810,050
First Mortgage - Fixed	2,161	648,161	2,161	648,161
Construction Loan - Floating	1,383	414,923	1,383	414,923
Equity Bridge Loan - Floating	1,359	407,557	1,359	407,557
Tax Exempt Bonds	774	232,250	774	232,250
Tax Credit Fees - Florida 2025 RFA	2,989	896,631	2,989	896,631
Developer Fee	2,749	824,742	49,381	14,814,292
Total Uses of Funds	**296,121**	**88,836,364**	**346,553**	**103,965,914**

Florida Housing Finance Corporation Local Government Verification Of Contribution Form

Name of Development: Palmera

Development Location: 2231 Fortune Road, Kissimmee, Florida, 34744

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

Information regarding the Contribution*

Type of the ONE contribution to be used as a source*	Face amount of ONE contribution*	Net present value amount, if applicable	Contribution amount (face amount minus net present value)
Fee Deferral			
Fee Waiver		Not applicable	Not applicable
Grant		Not applicable	Not applicable
Loan to be repaid			
Loan with forgiveness	$ 20,000.00	Not applicable	Not applicable

*Each form can be used for one type of funding contribution. Use multiple forms if contributing multiple types of funding sources to the same Development (e.g. a combination of loans and grants).

This contribution will not be considered Local Government Area of Opportunity funding. In certain RFAs, this contribution may make the Development eligible for points or other preferences in the selection process. There is no limit on the number of such contributions the Local Government stated above may make to Developments competing in the same RFA. Additionally, loans and grants will be eligible to be considered as a source of funding for the Development.

Certification

This amount is valid for 12 months from the date signed and may be used in any RFA in which the Applicant applies during that time unless a specific RFA is designated here: _____. (Designate an RFA number here if the contribution is only valid in a specific RFA and not intended to be submitted in any other RFA.)

The city/county of Kissimmee commits the contribution stated above for the Applicant for its use solely for assisting the proposed Development referenced above. I certify that the foregoing information is true and correct, and that this commitment is effective at least through the date required in the applicable RFA.

_____ _____

Signature Print or Type Name

_____ _____

Print or Type Title Date Signed

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, such as the Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons as described above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 03-2025)

AFFORDABLE HOUSING CERTIFICATION APPLICATION

PART 1: Applicant and Development Team

APPLICANT:

Name: HTG Enchanted Oaks, LLC

Address: 3225 Aviation Ave, 6th Floor Coconut Grove 33133

Contact Person: Nicholas Bailkin Telephone: 305-860-8188

Email Address: nicholasb@htgf.com Web Address: www.htgf.com

TYPE OF ORGANIZATION:

_____ Sole Proprietorship

X Limited Partnership or Limited Liability Company

_____ Non-profit Corporation

_____ Corporation

_____ Public Housing Authority created by Section 421.04, Florida Statutes

_____ Community Housing Development Organization (CHDO)

Licensed to do business in the State of Florida X YES _____ NO
(Include the Certificate of Status issued by Florida Department of State, Division of Corporations or other reasonably reliable documentation published on www.sunbiz.org)

DEVELOPMENT TEAM AND ORGANIZATIONAL CAPACITY

Developer/Builder (if different from applicant)

Name: HTG Enchanted Oaks Developer, LLC

Address: 3225 Aviation Ave, 6th Floor Coconut Grove 33133

Contact Person: Nicholas Bailkin Telephone: 305-860-8188

Email Address: nicholasb@htgf.com Web Address: www.htgf.com

Licensed to do business in the State of Florida x YES _____ NO

Describe the Developer Experience:
See attached company resume as Attachment A

Attach a list of housing development projects the applicant has completed in the last three years. Provide the name, a brief description, and the date completed for each project.

Property Management Company

Name: HTG Management, LLC

Address: 3225 Aviation Ave, 6th Floor Coconut Grove 33133

Contact Person: Lorena Gomez Telephone: 305-860-8188

Email Address: lorenag@htgf.com Web Address: www.htgf.com

Licensed to do business in the State of Florida x YES _____ NO

Describe the property management experience demonstrating experience in the management of at least two affordable rental housing properties (i.e., properties funded through an affordable housing program such as Housing Credits, Tax-Exempt Bonds, HOME, SAIL, SHIP, etc.).
See Management Company, HTGM, Resume attached as Attachment B

PART 2: Development

DEVELOPMENT TYPE

Type of proposed units:
X Garden Apartments
_____ Mid-rise with elevator
_____ High Rise (a building comprised of 7 or more stories)
_____ Other – Specify: _____

A. Project Information

Name of the Project: Enchanted Oaks

Project Location (provide a location map):
See attached as Attachment C

Parcel Identification Number: 18-25-29-1808-0001-0020, 18-25-29-1019-0001-0020, 18-25-29-1019-0001-00A0

Assistance Requested for the Total Project:

x Contribution in the amount of $ $75-100K-depending on funding availability

_____ Waiver of Building Fees in the amount of up to $20,000

_____ Expedited Permitting

_____ Other, Explain: _____

Compliance Period:

There is 15-year affordability period required for all set aside units.

Development Site:

Provide name and address of the development site. Include a location map of the proposed development. If the proposed development consists of scattered sites, this information must be provided for each of the scattered sites.

See attached as Attachment D

Provide a description of the project that includes:

- Total number of units to be constructed, along with the number of units deemed affordable
- A Unit Mix chart listing the total number of bedrooms and bathrooms per unit (ex. (10) 1BR/1BA, (15) 2br/2ba, (5) 3ba/2ba, etc.)
- Information identifying transit services and community services

82 1BR/1BA

18 2BR/2BA

10 units at 40% of AMI and 90 units at 60% of AMI

Readiness to Proceed

Site Control: Applicants must demonstrate site control by providing documentation demonstrating the Applicant is a party to an eligible contract, lease, or is the owner of the subject property. Such documentation must include all relevant intermediate contracts, agreements, assignments, options, conveyances, intermediate leases, and subleases.

Do you own or have a qualified contract on the Property? x YES _____ NO

Timeline: What is the proposed project timeline (completion schedule) for project from conception to project closeout?

We are currently preparing to submit an application for 9% tax credits

○	November 18, 2025	Application Submital
○	December 10, 2026	Close on Construction Financing
○	March 1, 2028	Project Completion
○	May 1, 2028	Final Lease-up (est. 3 months)
○	October 1, 2028	Stabilization & Conversion (est. 6 months)

Zoning, water, sewer, electricity, and roads: Provide a certification signed by a registered Florida Civil Engineer stating that they have reviewed the proposed development location and proposed number of units and that the Future Land Use, Zoning, potable water, sanitary sewer, electricity and roads are appropriate and adequate for the proposed development.

See Attached as Attachment E

Construction Features

All proposed Developments must meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations and rules:

- Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes
- The Fair Housing Act as implemented by 24 CFR 100
- Section 504 of the Rehabilitation Act of 1973; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35.

Proposed Developments must select one of the following Green Building Certification programs:

_____ Leadership in Energy and Environmental Design (LEED);
_____ Florida Green Building Coalition (FGBC);
_____ Enterprise Green Communities; or
x ICC 700 National Green Building Standard (NGBS).

Provide information indicating whether the overall development proposed will include mixed-use, i.e. residential and commercial uses within the proposed development.

Residential

Market Needs Assessment

Describe the market need for this project in the proposed neighborhoods/areas.

Kissimmee, FL is facing a growing need for quality affordable housing as home prices and rents continue to rise,outpacing local wages.

Many households are cost-burdened, spending over 40% of their income on housing. This creates challenges for working families, especially in tourism and service sectors.

While the city and county have launched initiatives—like adaptive reuse projects and fee reduction programs—the current supply remains insufficient.

Expanding affordable housing is crucial to support economic stability, reduce displacement, and ensure inclusive growth in the region.

Describe your outreach and marketing plan for the project.

HTGM, our internal management company, will lead strong outreach efforts to ensure broad community awareness of leasing opportunities at Enchanted Oaks

These efforts will include targeted marketing campaigns, local partnerships with community organizations, informational sessions, social media engagement, and multilingual materials to reach diverse populations.

HTGM is committed to making the application process accessible and transparent, ensuring that eligible residents are informed and able to take advantage of new affordable housing opportunities.

Discuss any onsite community services to be provided to development residents, and any partnerships with community-based organization to render these services.

The Applicant will offer the following services to the residents of Enchanted Oaks:

Employment Assistance Program

Financial Management Program

Homeownership Opportunity Program

PART 3: Financial Capacity and Project Underwriting

Do you have any financial commitments for the proposed development?
_____YES X NO

PART 4: Applicant Certification

I have carefully examined the Request for Applications and any other documents accompanying or made a part of this Request for Applications.

I understand that funding is contingent upon availability, award of tax credits from FHFC, and approval from the City of Kissimmee Commissioners.

I agree to abide by all conditions of this Application.

I agree to submit all additional information and updates to the application if the project is successful with the FHFC's funding and the project has been approved to receive tax credits/bonds.

I certify that all information contained in this Application is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Application on behalf of the Applicant/Contractor as its act and deed and that the Applicant/Contractor is ready, willing, and able to perform if awarded the Contract.

I further certify, under oath, that this Application is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting an Application for the same product or service; that no officer, employee, or agent of City of Kissimmee or of any other Applicant is interested in said Application; and that the undersigned executed this Applicant Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

The foregoing instrument was acknowledged before me this 23rd day of September, 2025, by means of ☑ physical presence or ☐ online notarization, Matthew Rieger as Manager for HTG Enchanted OAKS Manager LLC, who is personally known to me or has produced identification.

Notary Seal:

KATHLEEN MARY HAGGERTY
MY COMMISSION # HH 533287
EXPIRES: September 30, 2028

Notary: Kathleen Mary Haggerty

Print Name: Kathleen Mary Haggerty

My Commission Expires: 09/30/2028

HTG Enchanted Oaks, LLC,
a Florida limited liability company

By: HTG Enchanted Oaks Manager, LLC,
a Florida limited liability Company, its Manager

By: _____
Matthew Rieger, Manager

ATTACHMENT A



HTG

HOUSING TRUST GROUP

A Tradition of Trust

HOUSING TRUST GROUP

HTG (Housing Trust Group) is a fully integrated, award-winning real estate enterprise specializing in the investment, development and management of real estate assets for affordable, workforce, and conventional multi-family residential housing across the Country. HTG is dedicated to providing the best service to our clients and partners and we strive to be dynamic and flexible in order to most effectively deliver the best results.

Since our inception in 1997, HTG and its principals have developed more than 8,000 units of multi-family housing. We have worked closely with local governments in Miami- Dade, Broward, Palm Beach, and throughout Florida to support their housing goals. HTG is committed to its residents and continually works on improving and enhancing its communities. Our goal is to provide families and individuals with a safe, clean and comfortable living environment.

HTG is experienced in partnering with local municipalities and non-profit organizations to provide quality affordable housing and beneficial resident services. Important to our success is our ability to develop unique partnerships with both the private and public sectors.As a result, HTG has become a national leader in providing fully integrated multifamily development services.

We have also participated in community partnerships with CRAs and non-profit organizations in developments like Courtside Apartments in Miami-Dade County and Douglas Gardens V in Broward County. In 2006, HTG built Green Cay Village, the largest mixed-income development in the history of Palm Beach. The 420-unit property includes 160 for-sale condos,160 affordable rental units and 100 for-sale townhomes, all located in Boynton Beach. Green Cay is geared towards firemen, teachers, healthcare workers and other professions vitally important to the community. It currently serves as market-rate, workforce and affordable housing all in one property. This development has been widely acclaimed in the local media and in national publications for its attractive pricing, quality upgrades, and its unique energy-efficient and environmentally friendly features. HTG hopes to spur more developments like this in Florida.

HTG provides unit features that go above and beyond what is customarily seen in the industry to make all of our affordable properties look and function like market-rate developments. HTG understands the high demand for affordable housing and the limited availability of funding sources. In order to provide the quality we have become associated with, the HTG development team is an expert in leveraging funds and adhering to strict budgets and timelines.

FINANCIAL EXPERIENCE & CAPACITY

HTG's experience, track record, and strong relationships with financial partners continually allow us to secure the most competitive terms in the debt and equity markets. With the lack of soft financing available it has become a continued challenge to feasibly structure the necessary sources to develop quality affordable and workforce housing throughout the country and particularly within the State of Florida. Creativity, tenacity, and ingenuity in leveraging all available sources of funding has become a critical component within HTG's success in developing projects of similar scale.

Our team has demonstrated a keen ability to leverage public resources including municipal land and federal and state tax credits to secure additional sources of subsidy. These sources often include Department of Revenue Sales Tax Rebates, FHA-insured mortgages (221(d)(4) and 223(f) loans), Multi-family Mortgage RevenueBonds, Federal Home Loan Bank Grants, Hope VI, ARRA funds (NSP, TCEP, etc.), HOME Investment Partnership loans, Affordable Housing Partnership loan (AHP), State Apartment Incentive Loan program (SAIL), CDBG, TIF, and renewable energy incentives, as well as various other state and local programs.

All funding applications are prepared in-house, as is the financial feasibility analysis to determine the appropriate financial structure for each new development. HTG staff has successfully submitted exemplary Florida HousingLIHTC applications over the last 20 years. This is evident by the number of perfect applications submitted that do not contain deficiencies, guaranteeing our allocation even when challenged by competing developers. Conversely, we are very adept at scouring our competitor's applications for deficiencies that often put our applications in a more competitive position after submission and ranking. HTG has never failed to close on a transaction once they have received an allocation of housing credits. All of our developments have met their placed-in-service deadlines and never fallen out of compliance with governing regulations.

In order to best manage financial risk in our developments, HTG only pursues financing with the most favorable terms from lenders and partners we have experience in working with or from which we can obtain solid references. We are conservative in projecting our income, operating, and development cost. We only hire fully bondable general contractors with solid balance sheets who have a proven track record of bringing developments in on time and on budget. We ensure adequately funded contingencies and reserves to cover unforeseen costs.

HTG PARTNERSHIPS

Housing Trust Group developed a partnership with the nonprofit AM Affordable Housing Inc., an organization founded by former Miami Heat champion and NBA Hall of Famer Alonzo Mourning. In 2016, HTG and AM Affordable Housing completed a years-long partnership to deliver the award-winning Courtside Apartments in downtown Miami's historic Overtown neighborhood. Last year, Valencia Grove II, another collaboration between HTG and AM Affordable Housing located in Eustis, was completed and quickly leased up. In 2022, Oak Valley located in Ocala, FL was also delivered, and under construction are Shoreline Villas in Fort Walton Beach and Tucker Tower located in Miami-Dade County.

A partnership between HTG, Miami-Dade County, and Rainbow Housing Corporation, was formed to work together to develop Father Marquess-Barry Apartments in compliance with Miami-Dade County's Responsible Wages and Benefits for Construction Contracts and HTG worked with the Miami-Dade County Arts in Public Places program to commission original artwork in the Father Marquess-Barry Apartments community.

The Community Redevelopment Agency (CRA) and The Rainbow Housing Corporation are also working with Housing Trust Group for the development of Rainbow Village, a large community development looking to bring 1,316 units to local families and seniors.



HTG PORTFOLIO

In Operations	**40**
Financed with Freddie Mac	**20**
Under Construction	**8**
Pre-Development	**4**
Prospective Developments	**4**



HTG PORTFOLIO

Property	Status	Address	City	State	Zip	County	Units
Veranda Senior	Converted	28355 SW 152nd Avenue	Homestead	Florida	33033	Miami-Dade	99
Pine Run	Converted	4728 Big Ben Lane	Lake Worth	Florida	33463	Palm Beach	63
Village Place	Converted	720 NE 4th Avenue	Ft. Lauderdale	Florida	33304	Broward	112
Whispering Palms	Converted	601 16th Avenue SE	Largo	Florida	33771	Pinellas	63
Courtside Apartments	Converted	1699 NW 4th Avenue	Miami	Florida	33136	Miami-Dade	84
Valencia Grove	Converted	551 Huffstetler Drive	Eustis	Florida	32726	Lake	144
Wagner Creek	Converted	1501 NW 13th Court	Miami	Florida	33125	Miami-Dade	73
Freedom Gardens	Converted	932 Freedom Way	Brooksville	Florida	34601	Hernando	96
Park at Wellington I	Converted	4311 Jordana Way	Holiday	Florida	34691	Pasco	110
Covenant Villas	Converted	601 Covenant Drive	Glade	Florida	33430	Palm Beach	144
Aviva Mesa	Converted	8340 E. Baseline Road	Mesa	Arizona	85209	Arizona	325
Park at Wellington II	Converted	4311 Jordana Way	Holiday	Florida	34691	Pasco	110
Arbor View	Converted	3100 N State Road 7	Margate	Florida	33063	Broward	100
Hammock Ridge I	Converted	8274 Omaha Circle	Hill	Florida	34606	Hernando	104
Princeton Park	Converted	13105 SW 248th Street	Princeton	Florida	33032	Miami-Dade	150
Douglas Gardens	Converted	709 SW 88 Avenue	Pines	Florida	30325	Broward	110
Twin Lakes Estates I	Converted	501 Hartsell Avenue	Lakeland	Florida	33815	Polk	100
Heron Estates Sr	Converted	2014 W. 17th Ct	Riviera Beach	Florida	33404	Palm Beach	101

HTG PORTFOLIO

Hammock Ridge II	Converted	8246 Omaha Circle	Hill	Florida	34606	Hernando	92
The Addison	Converted	702 6th AVE E	Bradenton	Florida	34208	Manatee	90
Freedom Gardens II	Converted	932 Freedom Way	Brooksville	Florida	34601	Hernando	94
Luna Trails	Converted	1705 S Deleon Avenue	Titusville	Florida	32780	Brevard	86
Isles of Pahokee II	Converted	899 Padgett Cir,	Pahokee	Florida	33476	Palm Beach	129
The Palms at Town Center	Converted	470 Bulldog Drive,	Coast	Florida	32164	Flagler	88
Osprey Pointe	Converted	13021 US Highway 301	City	Florida	33525	Pasco	110
Oaks at Lakeside	Converted	5260 34th Street Cir E	Bradenton	Florida	34203	Manatee	96
Village View	Converted	640 N. Andrews Avenue	Fort Lauderdale	Florida	33311	Broward	100
Max's Landing	Converted	8905 SW 169th Court	Miami	Florida	33196	Miami-Dade	76
Twin Lakes Estates II	Converted	501 Hartsell Avenue	Lakeland	Florida	33815	Polk	132
Valencia Grove II	Converted	2751 Dillard Rd.	Eustis	Florida	32726	Lake	110
Lafayette Gardens	Converted	1211 East Lafayette Street	Tallahassee	Florida	32301	Leon	96

HTG PORTFOLIO

Father Marquess Barry	Converted	301 NW 17th Street	Miami	Florida	33136	Miami-Dade	60
Oak Valley	Converted	805 NE 28th Street	Ocala	Florida	34470	Marion	96
Hudson Village	Converted	901 S Federal Hwy.	Hollywood	Florida	33020	Broward	96
Heron Estates Family	Stabilization	2300 W 17th Court	Riviera Beach	Florida	33404	Palm Beach	79
Aviva - Goodyear	Stabilization	4195 N Falcon Drive	Goodyear	Arizona	85395	Arizona	288
Flagler Station	Stabilization	991 Banyan Blvd.	Palm Beach	Florida	33401	Palm Beach	94
Bryce Landing	Stabilization	1914 Bryce Landing Way	Middleburg	Florida	32068	Clay	96
Shoreline Villas	Stabilization	214 Dates Avenue NW	Fort Walton Beach	Florida	32548	Okaloosa	72
Park Ridge	Under Construction	1209 Jacksboro Highway	Lake Worth	Florida	76114	Polk	96
Crescent Place	Under Construction	311 West Rand Road	Arlington Heights	Florida	60004	Cook (IL)	40
Tucker Tower	Under Construction	9940 Hibiscus Street	Perrine	Florida	33157	Miami-Dade	120
Riverview6	Under Construction	813 6thAvenue W	Bradenton	Florida	34205	Manatee	80
Mt. Hermon	Under Construction	750 NW 4th Street	Fort Lauderdale	Florida	33311	Broward	104
Orchid Lake	Under Construction	Michigan Ave and University Ln	Cocoa	Florida	32922	Brevard	90

HTG PORTFOLIO

Astoria on 9th	Under Construction	2228 9th Street W	Bradenton	Florida	34205	Manatee	120
Princeton Grove	Under Construction	475 Aplin Road	Crestview	Florida	32539	Okaloosa	107
University Station	Under Construction	2030 Polk Street	Hollywood	Florida	33020	Broward	216
Hillsboro Landing	Under Construction	3851 Dixie Hwy	Deerfield Beach	Florida	33064	Broward	75

DEVELOPMENT EXPERIENCE







HUDSON VILLAGE
901 S Federal Hwy
Hollywood, Florida 33020

Property Size: 0.87-acres
Property Type: Affordable Family
Community Style: High-Rise
Building Height: 8 stories
Number of Buildings: 1
Number of Units: 96
Funding: 9% tax credits.
Completion Date: April 2022

Hudson Village is located a few blocks from Young Circle and just 1.5 miles East of I-95. The site has direct access to other cities and employment hubs.

Hudson Village is a 96-unit family development consisting of one (1) 8-story high-rise concrete building, 2,232 SF multi-purpose room, fitness center, swimming pool deck with lounging areas, business center with computers and over 110 on-site parking spaces.

Resident Programs include Adult Literacy training, Employment Assistance and Financial Management.

Hudson Village will also have a National Green Building Standards (NGBS) Certification upon completion.

DEVELOPMENT EXPERIENCE







University Station
309 N. 21st Avenue and 2031 Polk St,
Hollywood, Florida 33020

Property Size: 2.5 acres
Property Type: Affordable
Community Style: High-Rise
Building Height: 8 stories
Number of Buildings: 3
Number of Units: 216
Status: Under Construction

University Station is a new multifamily mixed-income and mixed-use apartment community in partnership with the City of Hollywood that will be developed in two phases families located in Hollywood, Broward County, FL. The residential community, which was designed by Corwil Architects incorporates unique TOD mixed-use design elements for the promotion of active-use spaces and the future FEC Commuter Rail Transit Center.

The amenities at University Station will include a state-of-the-art clubhouse, commercial spaces for local businesses, pedestrian-friendly frontage and access throughout, a large pedestrian plaza, a vertical garden, a large-scale pedestrian bridge connecting both residential buildings, intricate landscaping and paver design elements, and an artistic parking garage with rooftop amenities including a resort style swimming pool, a rooftop soccer field and a basketball court.
University Station is being designed to the National Green Building Standards (NGBS) Certification program.

DEVELOPMENT EXPERIENCE









Rainbow Village
2000 NW 3rd Avenue
Miami, Florida 33127

Property Size: 23 acres
Property Type: Affordable, Public Housing
Community Style: Mid-Rise and High-Rise
Building Height: 5 stories and 8 stories
Number of Buildings: 10
Number of Units: 1,316
Funding: TBD (LIHTC & Private Equity)
Status: Funded, in pre-development

Rainbow Village is a proposed new multifamily mixed-income and mixed-use development in partnership with Miami-Dade County that will be developed in various phases under two possible scenarios, Scenarios A and B.

Under Scenario A, HTG proposes to develop the Project Site with 1,014 mixed-income units, including 136 RAD units, subject to the approval of the Project Site rezoning to T-5 under the Miami 21 Zoning Code Successional Zoning process by the City of Miami.

Under Scenario B, HTG proposes to expand the development site by 10.7 acres, which, if realized, may include, (a) an educational component through the redevelopment of the Paul L. Dunbar K-8 Center in partnership with the School Board of Miami-Dade County, Florida; (b) additional mixed-income/market-rate housing through the redevelopment of the 2000 NW 5th Place apartment site in partnership with Mana Wynwood; (c) approximately 70,000+/-square feet of commercial retail and office space; and d) a community center, an early education center, and other community amenities.

DEVELOPMENT EXPERIENCE









Flagler Station
951 Banyan Blvd.
West Palm Beach, Florida 33401

Property Size: 0.76 acres
Property Type: Affordable
Community Style: High-Rise
Building Height: 8 stories
Number of Buildings: 1
Number of Units: 94
Funding: 9% tax credits
Completion Date: February 2023

Flagler Station is a new multifamily mixed-income and mixed-use apartment community for families located in the City of West Palm Beach. The residential community, which was designed by Corwil Architects incorporated unique contemporary design elements that are traditional to the history of the City.

The amenities at Flagler Station include a state-of-the-art clubroom with a full kitchenette, package locker room, media room, linear park, bicycle storage, and rental space, pool table, outdoor lounge and seating, fitness center, yoga studio, resort-style pool, and approx. 2,500 SF of retail.

Resident Programs at Flagler Station include Adult Literacy, Employment Assistance Programs, and Financial Management Programs.

Flagler Station was designed to the National Green Building Standards (NGBS) Certification program.

DEVELOPMENT EXPERIENCE







Max's Landing
8905 SW 169th Court,
Miami, Florida 33196

Property Size: 2.71 acres
Property Type: Affordable
Community Style: Garden-Style
Building Height: 3 stories
Number of Buildings: 1
Number of Units: 76
Funding: 9% tax credits (with Surtax and HOME financing)
Completion Date: March 2020

Max's Landing (f/k/a Paradise Lakes Apartments) is a new multifamily mixed-income and mixed-use apartment community for families located in Unincorporated Miami-Dade County. The residential community, which was designed by Modis Architects incorporated unique design elements that are traditional to the Traditional Neighborhood Development District.

The amenities at Max's Landing include a state-of-the-art clubroom with full kitchenette, package locker room, media room, electric car charging stations, pool table, business center, fitness center, community gardens, and approx. 11,000 SF of ground floor retail.

Resident Programs at Max's Landing include literacy Training, Employment Assistance Programs, and Financial Management Programs.
Max's Landing was designed to the National Green Building Standards (NGBS) Certification program.

DEVELOPMENT EXPERIENCE







Village View
640 N Andrews Avenue
Ft. Lauderdale, Florida 33311

Property Size: 0.94 acres
Property Type: Affordable Elderly
Community Style: High-Rise
Building Height: 7 stories
Number of Buildings: 1
Number of Units: 100
Funding: 9% tax credits
Completion Date: August 2021

Village View is located in a prime location in the City of Fort Lauderdale near multiple market-rate and affordable housing including HTG's owned and operated affordable senior community Village Place, which has been at 100% since opening in 2014.

The development will incorporate contemporary design elements with two built-in trash chutes on the southeast and southwest wings of the building. The building will include state of the art security system for the safety of our residents.

DEVELOPMENT EXPERIENCE









Aviva - Goodyear
4195 N Falcon Drive
Goodyear, Arizona 85395

Property Size: 16 acres
Property Type: Market-rate
Community Style: Garden, concrete
Building Height: 3 stories
Number of Buildings: 12
Number of Units: 288
Funding: HUD 221(d)4
Completion Date: October 2022

Aviva – Goodyear is the second community in HTG's signature Aviva brand, offering eco-friendly, upscale, wellness-oriented apartment communities with unparalleled amenities.

The community has two swimming pools – a 150-foot resort-style swimming pool with a spa, and a second swimming pool with a spa – both surrounded by ultra-chic cabana beds, chaise lounge chairs, fire pits, barbeques and outdoor games. The 10,000-square-foot clubhouse includes a media and game room, a custom billiard table, and co-working spaces with a private conference room. The state-of-the-art-health and wellness fitness center.

The community includes a playground, a basketball and pickleball court, a dog spa and Aviva's own Bark Park – a 140-foot-long dog park with ample room for dogs and their owners to socialize and enjoy the challenging agility course.

DEVELOPMENT EXPERIENCE









Aviva - Mesa
8340 E Baseline Road.
Mesa, Arizona 85209

Property Size: 8.62 acres
Property Type: Market-rate
Community Style: Garden, concrete
Building Height: 3 stories
Number of Buildings: 12
Number of Units: 325
Funding: HUD 221(d)4
Completion Date: August 2018

Aviva is one of the newest luxury apartment communities in the growing East Valley that brings green living to the suburbs. At Aviva, you have a contemporary, urban lifestyle with open floor plans, modern apartments and unparalleled common-area amenities. The development involves HUD Approvals in every stage of the development, as it was financed through a 221(d)4loan for market-rate development. This involves as much compliance and experience as HUD's low-income programs.

Aviva has one of the largest resort-style pools in the metro area with outdoor jacuzzis, spas, fire pits, cabanas and premium kitchen grills,a state-of-the-art health and wellness center with TRX suspension equipment and spinning studio,a media and game room with a lounge and billiards, co-working spaces and conference room, a basketball court, a jogging path with fitness stations, plus a dog park and children's playground.

MEET THE TEAM



MATTHEW RIEGER
President & CEO



JORDAN TOLMAN
Chief Operations Officer



MARIO ROBAINA
Chief Financial Officer



BERT DEL VALLE
EVP of Construction



RODRIGO PAREDES
EVP of Development

RESUMES OF KEY PERSONNEL

Matthew Rieger, President and CEO

Matthew Rieger is Manager, President and CEO of HTG, an award-winning, full-service developer of multifamily residential communities whose real estate transactions have exceeded $2 billion in commercial, land and residential developments across Florida, the Southeastern U.S., and Arizona. Prior to joining HTG, Matthew served as an attorney at a large law firm, where he was involved in over $1 billion worth of transactions including acquisitions, development, re-financings, and joint ventures in the United States and abroad. As Manager, President and CEO of HTG since 2011, Matthew has focused on expanding HTG's capacity and development pipeline, bringing greater awareness to the issue of affordable and workforce housing and working alongside industry leaders, public officials and legislators to shape policy that benefits working-class communities and families. Matthew is a native of Miami and is a third-generation Floridian. He is a member of the Florida bar Association and American Bar Association and earned his Juris Doctorate from Nova Southeastern University. Matthew also holds a Bachelor of Arts degree in Geography from the University of Florida.

Jordan Tolman, Chief Operating Officer

Jordan Tolman is the Chief Operating Officer of Housing Trust Group ("HTG") an award-winning vertically integrated developer of affordable housing across the country. Jordan is responsible for overseeing the overall business operations and strategy for the growth and success of HTG. Jordan oversees Construction, Management, Operations and Development at HTG. He is resultsdriven, and cultivates teamwork in all aspects of the business. Prior to joining HTG, Jordan acted as a Principal of a real estate development company headquartered in New York City. Before that, Jordan was a partner of two law firms where he represented numerous clients in diverse legal areas such as: drafting and negotiation of construction contracts and consulting agreements, commercial and residential leasing, and building management. Jordan represented developers, owners, and management companies in all facets of the development cycle. Jordan is a graduate of the University of Pennsylvania, where he earned a bachelor's degree, and The Benjamin N. Cardozo School of Law where he earned a Juris Doctor degree (J.D.).

RESUMES OF KEY PERSONNEL

Mario Robaina, Chief Financial Officer

Mario Robaina has over 25 years of experience in Finance in Real Estate, Investment Banking and Private Equity focused primarily on structured and project-based finance. At HTG Mr. Robaina is responsible for accounting, budgeting and forecasting, strategic planning, cash management and asset management for the entire HTG enterprise. Joining HTG in 2015 as EVP of Development Finance, he was primarily responsible for structuring, modeling, underwriting, negotiating and closing of a variety of multi-family 9% and 4% LIHTC developments. In addition, he has been involved as the Asset Manager of a portion of HTG's Operating Portfolio. Prior to joining HTG, he closed over $1 billion in all manner of new construction, redevelopment and refinancing real estate transactions including condominium, market-rate rental, LIHTC rental, commercial, office and industrial developments. Mr. Robaina received his Bachelor of Science in Industrial Engineering from Stanford University and holds an MBA from the University of Miami focusing on Finance and Management.

Bert Del Valle, EVP of Construction

General Contractor with over twenty-five years of experience in both residential and commercial/industrial construction. Responsible for over $200 million dollars in development and construction projects. Proficient in scheduling, coordinating, and team building, through all facets of construction from land acquisition/development to obtaining the Certificate of Occupancy. Bert holds a Bachelor's degree in Finance from Florida International University, as well as a General Contractors License, Master Plumbing License, and Real Estate Broker's License in the state of Florida.

RESUMES OF KEY PERSONNEL

Rodrigo Paredes, SVP of Development

Rodrigo brings over 20 years of experience in developing affordable housing developments in Florida and Venezuela, where he was involved in the development of more than 5,000 affordable dwelling units, including a homeless housing community for orphaned children. Rodrigo has been involved in site identification, contract negotiation, financial underwriting, project management, design oversight, and structuring of debt and equity for over 2,000 affordable housing units. Rodrigo has been successful in financing developments with state and local Bonds, Low-Income Housing Tax Credits, Florida's State Apartments Incentive Loan, FHLB's AHP program, private, HUD and Freddie Mac financing, project-based Section 8 vouchers and other state and local funds. Rodrigo holds an L.L.M. in Real Property Development from the University of Miami. He is also an attorney, a graduate of UCAB and a member of the Venezuelan Bar Association.

Jorge Livermore, SVP of Asset Management

Jorge Livermore, our Senior Vice President of Asset Management at HTG, boasts over 20 years of expertise in residential and multifamily real estate investment and management. With a proven track record of capital raising, investor reporting and successfully overseeing a portfolio exceeding $750 million of assets. Also, bringing in experience of Portfolio Manager for 4 institutionally funded multifamily portfolios with over 3,000 residential and 60 retail units totaling $1BN in gross value. Jorge excels in creating comprehensive asset business plans, underwriting, and developing long-term asset strategies. He effectively manages over 6,500 units spanning workforce, senior, multi-family, and market-rate housing.

Jorge effectively communicates with external parties, including investors, syndicators, and owners. He collaborates with the CFO on refinances, regulatory agreements, and year 15 analyses, making strategic recommendations. Jorge monitors operating deficit guarantees, LP status, cash and re-serve positions, balance sheet items, and cash flow waterfall opportunities. He conducts high-level reviews of property financials and performance indicators, compares income and expense per unit costs, partners with the EVP on national contracts, management agreements, and capital expendi-tures, reviews and approves annual property audits and budgets, and manages the portfolio watch-list based on pre-determined criteria. Jorge holds a Bachelor of Arts in Economics and Philosophy from Columbia University in New York.

DEPARTMENT MAP







CONTACT US

www.htgf.com

305.860.8188

HTG

Housing Trust Group, LLC ("HTG") is an award-winning full-service and vertically integrated development, management and construction company employing approximately 150 people in Florida. HTG has developed over 6,000 units in over 30 communities with countless development partners. Since 1999, HTG Management, LLC ("HTGM"), previously working under the name of Housing Trust Management Group, has developed extensive experience and capacity in operating and managing affordable housing development communities. HTGM currently has over 90 full-time employees and growing within the organizational structure of the company.

This includes fourteen corporate employees and eighty -five site level employees. Over the past 20 years, HTGM has managed over 40 multi-family residential communities in the state of Florida. HTGM currently oversees a portfolio of 25 properties, consisting of 2,812 units, which is growing with multiple properties under construction to be delivered by HTG and added to HTGM's portfolio in the next 1-2 years.



HTGM has extensive experience managing multi-rental subsidy programs within a single community along with its ongoing operations. HTGM currently manages mixed-income communities with Low Income Housing Tax Credits, SAIL, ELI, local subsidies such as SURTAX, HOME and SHIP funds, HAP Agreements with HUD, local CRA subsidy and PHA Rental Vouchers.



HTGM prides itself on hiring extremely qualified staff with numerous years of experience in property management and prior work history at multiple properties. In most cases, maintenance personnel lives within the community they work in, ensuring that all maintenance related events are handled in a timely manner.



HTGM is a leader in the multi- family industry with community focused housing, and extensive experience with 4% and 9% low income housing credits. With decades of exceptional experience and a talented team we take pride in our assets as we have a diverse portfolio that includes market rate, new construction, affordable, and mixed-use communities. We focus on maximizing revenues, reducing cost, and providing top of the line customer service to our residents. We take pride in our community, ensuring the grounds are kept compliant and all systems are always in working order. At the site visits, staff will review reports with the property manager and maintenance supervisor, walk the property and conduct physical inspections. Special attention is given to preventative maintenance, as HTGM works in tandem with development and construction to also select specific appliances, materials and obtain warranties for better quality features within the community.

HTG Management

The following is a list of the type of Accounting Services that are provided to our clients:

- Preparation of Annual Budgets, which is generally based on prior operating expenditures, estimated future expenses and required capital replacement reserves.
- Maintain a comprehensive system of records, books, and accounts, including computerized systems in a manner satisfactory to the Owner. All records, books and accounts shall be subject to examination at reasonable hours by any authorized representative of the Owner.
- Prepare a monthly report in form satisfactory to Owner, containing and including at least the following: (i) a statement of income and expenses and accounts receivable and payable for the preceding month, including an itemized list of all delinquent rents. Manager agrees to provide Owner with the following reports: (i) financial monthly operating statements; and (ii) monthly account analysis/cash disbursements journal; (iii) upon request by Owner, a reconciliation narrative of any unusual actions taken, or emergencies responded to, and a full report of any accidents, claims, and potential claims, for the previous month. Manager shall submit each such report to Owner on or before the twentieth (20th) day of each month.
- Furnish such additional information (including monthly occupancy reports) as may be requested from time to time by Owner with respect to the renting and financial, physical, or operational condition of the Property.
- Prepare, execute, and file all forms, reports, and returns required by law in connection with the employment of personnel, unemployment insurance, workman's compensation insurance, disability benefits, Social Security, and other similar insurance, and all other benefits or taxes now in effect or hereafter imposed.
- Maintain tenant files containing copies of leases, certification forms, notices, and other documentation as required and to the extent applicable.
- Prepare and obtain appropriate signatures, for checks
- Maintain banking accounts in the name of the Owner.
- Implement collection policies, ensure the collection of the delinquent rent
- Processing non-paying accounts to the attorney
- Cash position of the Properties and providing them to any Owner at their request
- Provide access to Certified public accountants

HTG Management is deeply committed to providing the highest quality of affordable housing throughout the state. Our goal, since the beginning, has been to provide individuals, families, and senior citizens with the finest communities which they can truly call their “Home”.

HTG PROJECTS

AFFORDABLE

Arbor View, Margate, FL



Arbor View is a 100-unit new construction senior community consisting of a Mid-Rise Apartment building of 5-6 stories. Located within the city of Margate, Broward County on State Road 7, the unit mix will consist of sixty-four (64) 1bed/1bath units, and thirty-six (36) 2bed/2bath units. The community offers a resort style swimming pool, media center and community room, dog park, shuffleboard courts, fitness center and many other amenities for our residents. Arbor View offers bingo, paint and sip, cooking classes with the YMCA and ice cream socials to their residents. The development is a 9% tax credit deal.

Courtside Apartments, Miami, FL



Courtside Family Apartments is in Miami’s Overtown district in the Southeast Overtown Park West (SEOPW) CRA, and on the grounds of the County owned Culmer Neighborhood Center. This is a new construction, 6 story midrise development with 84 affordable apartments, (10) 1-bedrooms, (53) 2-bedrooms and (21) 3-bedrooms. The community aims to create a pedestrian friendly environment on the grounds of the Culmer Center and serve as a catalyst for future development in the area, and provide residents with access to governmental services, small business opportunities, and shopping. Some amenities include state of the art theater/media room, basketball court, covered outdoor BBQ area, fitness center, computer lab, and library. The community offers a July 4th party, Halloween party, Turkey party in November, free health checks and movie nights for its residents. This community is a 4% tax credits with Miami-Dade HFA Bonds as well as Surtax.

Covenant Villas, Belle Glade, FL



Covenant Villas consits of 144 affordable rental apartments compromised of 18, 2-story buildings with (16) 1-bedrooms, (79) 2-bedrooms and (49) 3-bedrooms. The property includes a 3,500sqft structure containing administrative leasing/ maintenance functions and day care center. The work scope entailed a substantial rehabilitation to all the apartments to meet all local code requirements as well as Florida Housing Finance Corporation guidelines. Covenant Villas has an amenities package that includes, energy efficient apartments containing ecofriendly flooring, programmable thermostats, energy star rated windows and appliances. Additionally, residents will have access to a “state of the art” washing center within the complex. On a monthly basis the community offers literacy trainings, budget workshops, credit counseling and health and wellness trainings for its residents. The development is a 9% tax credit property and accepts project-based vouchers.

Douglas Gardens V, Pembroke Pines, FL



Douglas Gardens V is a new construction that consists of 110 units, (65) 1-bedroom's and (45) 2-bedroom's for seniors 62 and over. The community already includes 3 previous phases of development with 221 existing units. Douglas Gardens V features a computer lab and media room. Resident programs such as health and wellness, meal programs, extracurricular activities will be provided and is a controlled access building. Douglas Gardens V offers a potluck party as well as a birthday parties, bingo, movie night and ice cream social to its residents. This development is a 4% tax credit with MMRB (Multifamily Mortgage Revenue Bonds), SAIL, and ELI.

Freedom Gardens, Brooksville, FL



Located in Brooksville, home to historic buildings and famous governor residences, Freedom Gardens, a brand new multifamily affordable community, will serve as an Avant catalyst for future business developments and opportunities. As a garden-style resort community, Freedom Gardens consists of 96 high quality affordable apartments, with (28) 1-bedrooms, (36) 2-bedrooms and (32) 3-bedroom floorplans. Amenities at Freedom Gardens will include a Pet Park, a jogging path with fitness stations, a 1,200sf pool and a 4,806sf Clubhouse with a cybercafé, laundry facilities, exercise room, after school care and central community gathering area. The community offers literacy games weekly, employment recruiting with resume assistance and interview prep for its residents. Phase I is a 9% LIHTC development.

Freedom Gardens II, Brooksville, FL



Following the success of its first phase, Freedom Gardens II brings an additional 94 units to Brooksville, FL. This community consists of (32 1-bedrooms, (28) 2-bedrooms and (34) 3-bedrroms. The first phase amenities were designed to accommodate the phase II residents, and therefore will enjoy an extra-size clubhouse, pool, playground, common-laundry and a jogging path locked on Revere Road. The new units will enjoy an enviable energy efficiency standard, thanks to its high green building features and gas appliances. The community offers literacy games weekly, employment recruiting with resume assistance and interview prep for its residents. Freedom Gardens II is a 4% LIHTC development.

Hammock Ridge, Spring Hill, FL



The Hammock Ridge community is in Spring Hill, FL and consists of 104-units new construction with (12) 1-bedrooms, (60) 2-bedrooms and (32) 3-bedroom floor plans. Hammock Ridge community includes a stand-alone clubhouse with exceptional amenities including a fully equipped fitness center, open concept gathering room, kid's playtime room, computer lab, and media/gaming station. The landscaped grounds provide a playground and resort-style pool with a pergola and BBQ station for all residents. Hammock Ridge offers ice cream socials, coffee socials and game days to its residents. This development was funded with 9% tax credits and SunTrust permanent loan.

Hammock Ridge II, Spring Hill, FL



Hammock Ridge II is a new 4-story 92-unit development with elevators. Hammock Ridge II floor plans consist of (48) 1-bedrooms and (44) 2-bedrooms. The development will be for low income residents and at least one resident shall be a senior age of 55 years or older. Construction commenced in the beginning of 2018 and will was completed around May 2019. Amenities will include a communal lobby and fully furnished gathering area with multiple activity areas throughout and is certified under the National Green Building Standards Certification. This community offers grime watch meetings, craft days and bingo to its residents. Hammock Ridge II is a 9% tax credit development.

Heron Estates Sr, Riviera Beach, FL



Heron Estates Sr. will consist of three stories with 101 units, (81) 1-bedrooms and (20) 2 bedrooms for seniors. Heron Estates Sr. will have an amenity package that will include energy efficient apartments with eco-friendly flooring, programmable thermostats and energy star rated windows and appliances. Additionally, tenants will have access to literacy training, daily activities and assistance with light housekeeping, grocery shopping and/or laundry programs. Heron Estates is a 4% tax credit with Palm Beach County Bonds, SAIL and ELI.

Isles of Pahokee II, Pahokee, FL



Isles of Pahokee II is a rehabilitation community with 129-units consisting of (78) 1-bedrooms, (39) 2-bedrooms and (12) 3 bedrooms. The apartments will have open floor plans stocked with full-size energy star appliances and green design features. This community will have a resident communal space with a community center and is a 9% tax credit development.

Luna Trails, Titusville, FL



Luna Trails is a Senior community with 86 affordable units, (69) 1-bedrooms, (5) 2-bedrooms and (12) 3-bedroom floor plans. The amenity package will include energy efficient apartment's, programmable thermostats and energy star rated windows and appliances. Additionally, tenants will have access to literacy training, daily activities and assistance with light housekeeping, grocery shopping and laundry programs. This community is 9% tax credits.

Malibu Bay, West Palm Beach, FL



Malibu Bay was completed in late 2004 and is a 264-unit rental community located in West Palm Beach, Florida, one block off Palm Beach Lakes Boulevard, across the street from Palm Beach Lakes Mall and adjoining City Side, a luxury WCI Community. The community consists of 11 three-story garden style residential buildings that consist of (48) 1-bedroom's, (108) 2-bedroom's and (108) 3 bedroom's and a clubhouse located on a 13-acre waterfront site. The community provides crime watch meetings, health and nutrition classes, and different activities during the holidays to its residents. Malibu Bay is a 4% tax credits, SHIP, City of WPB HOME, MMA Financial and HUD 223(f) development.

Oaks at Lakeside, Bradenton, FL



Oaks at Lakeside is located just North of Sarasota with the Gulf of Mexico just 15 minutes West. This community is a 96-unit development for Families, (36) 1-bedrooms, (24) 2-bedrooms and (36) 3-bedrooms, all comprised in 4 garden-style wood frame buildings, a grand clubhouse with a fitness and media center, gated dog park, an onsite adventure playground, and swimming pool. The apartments consist of open floor plans with washer/dryer hook-ups in every unit as well as energy star appliances. This development is a 9% tax credit community.

Osprey Pointe, Dade City, FL



Osprey Pointe will consist of 110 units for Families split amongst five 3 story garden style wood frame buildings with (18) 1-bedrooms, (62) 2-bedrooms and (30) 3-bedroom apartments. Amenities offered at this community will include a resort style pool, clubhouse with media area, fitness center, computer room, storage room, and a covered seating/picnic area outside. This community is a 4% tax credit, SAIL, ELI and has a Pasco County Contribution.

Palms at Town Center, Palm Coast, FL



The Palms at Town Center is an 88-unit development for Families with (30) 1-bedroom, (50) 2-bedroom and (8) 3-bedroom floorplans spread across 3 garden style wood frame buildings. This community will offer a clubhouse with resort style pool, playground, and a sports court for its residents. This development is 4% tax credits, Workforce and SAIL.

Palm Park Apartments, Boynton Beach, FL



Palm Park Apartments is in the west Boynton Beach/Delray Beach area on approximately 30 acres at the northwest corner of Jog Road and Flavor Pict Road in Palm Beach County, Florida. Built in 2006, Palm Park consists of 160 units of which (16) 1-bedroom, (84) 2-bedrooms and (60) 3-bedroom floorplan. The development has been widely acclaimed in the local media and various national publications for its attractive pricing, quality upgrades, and its unique energy efficient and environmentally friendly features. This community offers monthly resident activities of ice cream socials, meet and greet your neighbor's pizza party and breakfast on the go. Palm Park has Palm Beach HFA Bonds, FHFC, SAIL, Palm Beach SHIP and MMA funding.

Park at Wellington I, Holiday, FL



Park at Wellington consists of 110 units, (18) 1-bedroom's, (62) 2-bedroom's, (30) 3-bedroom's and is a multiphase housing community for families in Pasco County, FL. The community is uniquely located approximately 30 miles northwest of Tampa along US Highway 19, a major commercial corridor. Park at Wellington will be built in two phases, Phase I is a garden style development with 110 units. Construction began in July 2016 and HTG will delivered the first units for occupancy in March 2017. The community offers pizza parties, family fun day and movie nights for its residents. Park at Wellington I is a 9% tax credit development.

Park at Wellington II, Holiday, FL



Park at Wellington II began construction in November of 2016 and consists of 110 units, with a breakdown of (18) 1-bedroom's, (62) 2- bedroom's and (30) 3-bedrooms', all packed into a 4-story elevator building that will be ready for occupancy within 12 months of construction commencement. This community gets its architectural design inspiration from two principal sources: Traditional Florida Vernacular and Wrightian Prairie Style. The centerpiece of the community is its fully loaded clubhouse featuring a cybercafé, resort-style pool, fitness center, children's learning and play center, gathering/media area, and laundry facility. The community offers pizza parties, family fun day, movie nights and crime prevention night for its residents. Park at Wellington II is a 4% tax credit MMRB Bonds and SAIL development.

Pine Run Villas, Lake Worth, FL



Pine Run Villas is a unique affordable townhome development in the heart of Palm Beach County. All 63 units at Pine Run Villas have either 3 or 4 bedrooms and each has an attached garage, making this an ideal home for a large family. Pine Run Villas is a shining example of luxury affordable housing in Palm Beach County. Amenities at Pine Run include a community center/clubhouse, swimming pool, 1/2 basketball court, and tot lot. This community is a 4% tax credit and Palm Beach HFA Bonds, Palm Beach County NSP and HOME.

Princeton Park, Homestead, FL



Princeton Park consist of 150 units, (18) 1-bedrooms, (96) 2-bedrooms and (36) 3-bedrooms spread across 4 three story residential buildings and 1 clubhouse. The state-of-the-art clubhouse includes a fitness center, a large multi-purpose community room, designated workstations, and a supreme swimming pool that lies just feet away. The units will feature open floor plans that include granite countertops, vinyl tile flooring, and full range energy star appliances. Princeton Park will serve working families that qualify as low-income households. Princeton Park provides residents with literacy training, family support coordinators, and employment assistance programs. This community is a 9% tax credit development.

The Addison, Bradenton, FL



The Addison is a 90-unit new construction family development consisting of a Mid-Rise Apartment building of 5 stories. The community will offer a resort style swimming pool, media center community room, dog park, playground, fitness center and many other amenities for our residents. There will also be a 600 sqft. retail space as part of the overall development. This community will consist of (25) 1-bedrooms, (52) 2-bedrooms, and (13) 3-bedrooms. The Addison offers weekly literacy training and quarterly employment assistance and financial management to its residents. The development was funded under RFA 2017-102 as a 9% tax credit deal in conjunction with a SAIL loan and CDBG (Community Development Block Grant).

Valencia Grove, Eustis, FL



Valencia Grove is a 144-unit affordable multifamily development located in Lake County, FL. The community features six (6) 3-story garden-style residential buildings with (24) 1-bedroom, (96) 2-bedroom and (24) 3-bedroom floor plans, along with a Grand Clubhouse which will provide its residents access to a cybercafé room, laundry facility, an exercise room and a pool. Other onsite amenities include a playground, sand volleyball court, car care center, pet park and sports field. This community offers literacy training, employment assistance, health and nutrition classes and community activity events for its residents. This community is a 4% tax credit with bonds, SAIL, ELI and a grant with the City of Eustis.

Veranda Senior, Homestead, FL



Completed in 2012, situated Miami-Dade County, this community of 99 units, (69) 1-bedroom and (30) 2-bedroom floor plans, focuses on the senior demographic. Veranda features a clubhouse, pool, fitness center and library among other amenities. Veranda Senior features energy efficient appliances and other sustainable components. The response to Veranda Senior Apartments has been overwhelming positive, as we were 100% occupied at grand opening. Veranda Senior offers financial literacy class, ESL as a second language class and the YMCA comes to teach different medical classes to their residents. This community is 4% tax credits with FHFC MMRB Bonds, TCEP and Surtax.

Village Place, Fort Lauderdale, FL



Village Place Apartments, 112 units in a 6-story mid-rise with (82) 1-bedrooms, (29) 2-bedroom (1) 3-bedroom apartments and townhomes in the heart of downtown Ft. Lauderdale, near Las Olas. The property is situated on the corner of NE 4th Avenue and NE 7th Street, two blocks West of Federal Highway. Amenities include clubhouse, fitness center, library, courtyard, rooftop pool, and private garage parking. Village Place offers bingo twice a month, holiday celebrations and meet and greets for its residents. This community is a 9% tax credit development.

Wagner Creek, Miami, FL



Wagner Creek's 73 units, (9) 1-bedrooms, (56) 2-bedrooms and (8) 3-bedroom floor plans that feature in-home washers and dryers and/or hook-ups, fully equipped full-size kitchens with energy efficient stoves, refrigerators, garbage disposals and dishwashers. The carefully selected features and amenities of the Wagner Creek Apartments will make the perfect living environment for residents looking to live in the Hospital District. At Wagner Creek, we strive to make you feel at home by providing arts and crafts, movie nights, literacy training and financial training activities to its residents. This community is 9% tax credit and has City of Miami HOME.

Whispering Palms, Largo, FL



Whispering Palms located at 601 16th Avenue SE, just east of Seminole Boulevard in Largo consists of 63 units. The community has (40) 2-bedrooms, (15) 3-bedrooms 2.5 bath and (8) 3-bedrooms 2 bath townhome and garden-style apartments surrounded by lush landscaping within a quiet setting but near a multitude of amenities, including local shopping and schools. The families of Whispering Palms will enjoy an array of community amenities including a multipurpose clubhouse, pool, fitness center, playground, and computer lab. Construction was completed November 2015 with a successful lease up of 100% occupancy by December 2015. The community provides quarterly employment assistance programs, literacy training weekly and after school program care Monday's thru Friday during school months to its residents. Whispering Palms is a 9% tax credit community.

HTG PROJECTS

COMING SOON

Father Marquess-Barry, Miami, FL



Father Marquess-Barry is a 60-unit development for Seniors consisting of (48) 1-bedrom and (12) 2-bedroom floorplans all located within a garden-style concrete building. This community will offer a multi-purpose room available to residents for events and activities, fitness center with on-grade parking, library, bike storage and community garden. This community is 9% tax credits.

Heron Estates Family, Riviera Beach, FL



Heron Estates Family is a 2-story, 79-unit townhouse development that will complete phase I Heron Estates Senior. This community will consist of (19) 1-bedroom, (40) 2-bedroom and (20) 3-bedroom units. The clubhouse will include a fitness center, computer/business center, playground, pool, dog park, multipurpose sports court, and an outdoor grill and lounge seating area. Heron Estates Family will be certified under the National Green Building Standards and is anticipated to commence construction in March 2020. This community is 4% tax credits and bonds, SAIL and ELI.

Paradise Lakes Apartments, West Kendall, FL



Paradise Lakes is a 3 story 76-unit development consisting of (56) 1-bedrooms and (20) 2-bedrooms. The new Garden Style community will feature approximately 15,000 square foot retail space on the 1st floor with the residential dwellings located on the 2nd and 3rd floors. A portion of the retail space will be dedicated to features found commonly found in a Clubhouse such as a fitness center, community room with games and lounge seating, computer/business center. This development is a 9% tax credit community.

Twin Lakes II, Lakeland, FL



Twin Lakes II is the second phase of a three planned phase construction that consists of 132 apartments for Families with (22) 1-bedroom, (62) 2-bedroom and (48) 3-bedroom floor plans. Residents of Twin Lakes II will have access to amenities like a swimming pool, landscaped walking paths, fully equipped clubhouse with a computer room, TV room, fitness center and community kitchen and sports courts. This development is 4% tax credit with MMRB Bonds, SAIL and ELI.

Valencia Grove II, Eustis, FL



Valencia Grove II is a 110-unit development for Seniors consisting of (76) 1-bedroom and (34) 2-bedroom floor plains all located in 1 garden style wood building that will complement the first phase that has 144 units. Amenities that are included in this phase is a fitness center and a multi-purpose room available to residents for wedding and other activities, and on-grade parking. This development is 4% tax credit with bonds, SAIL and ELI.

Village View, Fort Lauderdale, FL



Village View is a 100-unit development for Seniors with (68) 1-bedrooms and (32) 2-bedroom apartments. Village View is a National Certified Green building that includes a community and business center for its residents, and a resort style swimming pool. This development is 9% tax credit.

Lafayette Gardens, Tallahassee, FL



Lafayette Gardens is a 96-unit (60) 1 bedrooms and (18) 2 bedrooms (18) 3 bedrooms multi-family garden style development. Lafayette is a National Certified Green Building. This new development will feature a state-of-the-art clubhouse with amazing architectural designs, swimming pool, satellite TV service to each resident and a fitness center.

Hudson Village, Hollywood, FL



Hudson Village is a 96-unit multi family development in Broward County, FL (53) 1- bedrooms and (43) 2-bedrooms. It is a 7-story high rise building that will include a swimming pool, fitness center, bike storage, business center and amazon parcel room. This development is 9 % tax credit.

Oak Valley, Ocala, FL



Oak Valley is a 96-unit multi family development in Marion County, FL. Consiting of (66) 1- bedrooms and (30) 2- bedrooms this asset will include a fitness center, swimming pool, picnic pavilion, media room with catering and shuffleboard court. This development is 9 % tax credit..

RANDY RIEGER – CHAIRMAN AND PRINCIPAL



Randy Rieger is the Founder, Chairman and a Principal of Housing Trust Group, a multi-faceted real estate development company that develops, owns, and manages properties throughout the Southeastern United States and Arizona. Housing Trust Group and its related entities specialize in the development of multi-family rental communities, affordable multi-family rentals, multi-family student housing communities, commercial developments and multi-family housing sales. The company has developed, acquired, owned and managed several thousand units nationwide and is headquartered in Miami, Florida.

Prior to forming Housing Trust Group, for some 25 years, Mr. Rieger served as Vice President, then as Managing General Partner, of Royal Palm Beach Colony, L.P. The company was a large publicly held real estate development company listed on the American Stock Exchange and was actively involved in the development of numerous large-scale communities throughout the State of Florida.

Mr. Rieger is a lifelong resident of South Florida and has a Bachelor's degree from the University of Florida

MATTHEW RIEGER, ESQ. – PRESIDENT AND CEO



Matthew Rieger serves as the President, CEO and Principal of Housing Trust Group and is responsible for the day-to-day activities of the Company. Mr. Rieger began his tenure with Housing Trust Group as the Company's General Counsel in 2004.

Prior to joining Housing Trust Group, Mr. Rieger was an associate with a large law firm. During his tenure practicing law, Mr. Rieger was involved in over $1 Billion worth of real estate and corporate transactions including acquisitions, development, re-financings, and joint ventures in the U.S and abroad.

Mr. Rieger was born in the City of Miami and is a third-generation Floridian. He is a member of the Florida Bar Association and American Bar Association and earned his Juris Doctorate from Nova Southeastern University. Mr. Rieger also holds a Bachelor of Arts degree in Geography from the University of Florida.



MARIO ROBAINA, CHIEF FINANCIAL OFFICER

Mario Robaina has over 25 years of experience in Finance in Real Estate, Investment Banking and Private Equity focused primarily on structured and project-based finance. At HTG Mr. Robaina is responsible for accounting, budgeting, and forecasting, strategic planning, cash management and asset management for the entire HTG enterprise. Joining HTG in 2015 as EVP of Development Finance, he was primarily responsible for structuring, modeling, underwriting, negotiating, and closing of a variety of multi-family 9% and 4% LIHTC developments. In addition, he has been involved as the Asset Manager of a portion of HTG's Operating Portfolio. Prior to joining HTG, he closed over $1 billion in all manner of new construction, redevelopment and refinancing real estate transactions including condominium, market-rate rental, LIHTC rental, commercial, office and industrial developments. Mr. Robaina received his Bachelor of Science in Industrial Engineering from Stanford University and holds an MBA from the University of Miami focusing on Finance and Management.

ATTACHMENT B

Housing Trust Group, LLC (“HTG”) is an award-winning full-service and vertically integrated development, management and construction company employing approximately 150 people in Florida. HTG has developed over 6,000 units in over 30 communities with countless development partners. Since 1999, HTG Management, LLC (“HTGM”), previously working under the name of Housing Trust Management Group, has developed extensive experience and capacity in operating and managing affordable housing development communities. HTGM currently has over 90 full-time employees and growing within the organizational structure of the company.

This includes fourteen corporate employees and eighty -five site level employees. Over the past 20 years, HTGM has managed over 40 multi-family residential communities in the state of Florida. HTGM currently oversees a portfolio of 25 properties, consisting of 2,812 units, which is growing with multiple properties under construction to be delivered by HTG and added to HTGM’s portfolio in the next 1-2 years.



HTGM has extensive experience managing multi-rental subsidy programs within a single community along with its ongoing operations. HTGM currently manages mixed-income communities with Low Income Housing Tax Credits, SAIL, ELI, local subsidies such as SURTAX, HOME and SHIP funds, HAP Agreements with HUD, local CRA subsidy and PHA Rental Vouchers.



HTGM prides itself on hiring extremely qualified staff with numerous years of experience in property management and prior work history at multiple properties. In most cases, maintenance personnel lives within the community they work in, ensuring that all maintenance related events are handled in a timely manner.



HTGM is a leader in the multi- family industry with community focused housing, and extensive experience with 4% and 9% low income housing credits. With decades of exceptional experience and a talented team we take pride in our assets as we have a diverse portfolio that includes market rate, new construction, affordable, and mixed-use communities. We focus on maximizing revenues, reducing cost, and providing top of the line customer service to our residents. We take pride in our community, ensuring the grounds are kept compliant and all systems are always in working order. At the site visits, staff will review reports with the property manager and maintenance supervisor, walk the property and conduct physical inspections. Special attention is given to preventative maintenance, as HTGM works in tandem with development and construction to also select specific appliances, materials and obtain warranties for better quality features within the community.

HTG Management

The following is a list of the type of Accounting Services that are provided to our clients:

- Preparation of Annual Budgets, which is generally based on prior operating expenditures, estimated future expenses and required capital replacement reserves.
- Maintain a comprehensive system of records, books, and accounts, including computerized systems in a manner satisfactory to the Owner. All records, books and accounts shall be subject to examination at reasonable hours by any authorized representative of the Owner.
- Prepare a monthly report in form satisfactory to Owner, containing and including at least the following: (i) a statement of income and expenses and accounts receivable and payable for the preceding month, including an itemized list of all delinquent rents. Manager agrees to provide Owner with the following reports: (i) financial monthly operating statements; and (ii) monthly account analysis/cash disbursements journal; (iii) upon request by Owner, a reconciliation narrative of any unusual actions taken, or emergencies responded to, and a full report of any accidents, claims, and potential claims, for the previous month. Manager shall submit each such report to Owner on or before the twentieth (20th) day of each month.
- Furnish such additional information (including monthly occupancy reports) as may be requested from time to time by Owner with respect to the renting and financial, physical, or operational condition of the Property.
- Prepare, execute, and file all forms, reports, and returns required by law in connection with the employment of personnel, unemployment insurance, workman's compensation insurance, disability benefits, Social Security, and other similar insurance, and all other benefits or taxes now in effect or hereafter imposed.
- Maintain tenant files containing copies of leases, certification forms, notices, and other documentation as required and to the extent applicable.
- Prepare and obtain appropriate signatures, for checks
- Maintain banking accounts in the name of the Owner.
- Implement collection policies, ensure the collection of the delinquent rent
- Processing non-paying accounts to the attorney
- Cash position of the Properties and providing them to any Owner at their request
- Provide access to Certified public accountants

HTG Management is deeply committed to providing the highest quality of affordable housing throughout the state. Our goal, since the beginning, has been to provide individuals, families, and senior citizens with the finest communities which they can truly call their “Home”.

HTG PROJECTS

AFFORDABLE

Arbor View, Margate, FL



Arbor View is a 100-unit new construction senior community consisting of a Mid-Rise Apartment building of 5-6 stories. Located within the city of Margate, Broward County on State Road 7, the unit mix will consist of sixty-four (64) 1bed/1bath units, and thirty-six (36) 2bed/2bath units. The community offers a resort style swimming pool, media center and community room, dog park, shuffleboard courts, fitness center and many other amenities for our residents. Arbor View offers bingo, paint and sip, cooking classes with the YMCA and ice cream socials to their residents. The development is a 9% tax credit deal.

Courtside Apartments, Miami, FL



Courtside Family Apartments is in Miami’s Overtown district in the Southeast Overtown Park West (SEOPW) CRA, and on the grounds of the County owned Culmer Neighborhood Center. This is a new construction, 6 story midrise development with 84 affordable apartments, (10) 1-bedrooms, (53) 2-bedrooms and (21) 3-bedrooms. The community aims to create a pedestrian friendly environment on the grounds of the Culmer Center and serve as a catalyst for future development in the area, and provide residents with access to governmental services, small business opportunities, and shopping. Some amenities include state of the art theater/media room, basketball court, covered outdoor BBQ area, fitness center, computer lab, and library. The community offers a July 4th party, Halloween party, Turkey party in November, free health checks and movie nights for its residents. This community is a 4% tax credits with Miami-Dade HFA Bonds as well as Surtax.

Covenant Villas, Belle Glade, FL



Covenant Villas consits of 144 affordable rental apartments compromised of 18, 2-story buildings with (16) 1-bedrooms, (79) 2-bedrooms and (49) 3-bedrooms. The property includes a 3,500sqft structure containing administrative leasing/ maintenance functions and day care center. The work scope entailed a substantial rehabilitation to all the apartments to meet all local code requirements as well as Florida Housing Finance Corporation guidelines. Covenant Villas has an amenities package that includes, energy efficient apartments containing ecofriendly flooring, programmable thermostats, energy star rated windows and appliances. Additionally, residents will have access to a “state of the art” washing center within the complex. On a monthly basis the community offers literacy trainings, budget workshops, credit counseling and health and wellness trainings for its residents. The development is a 9% tax credit property and accepts project-based vouchers.

Douglas Gardens V, Pembroke Pines, FL



Douglas Gardens V is a new construction that consists of 110 units, (65) 1-bedroom's and (45) 2-bedroom's for seniors 62 and over. The community already includes 3 previous phases of development with 221 existing units. Douglas Gardens V features a computer lab and media room. Resident programs such as health and wellness, meal programs, extracurricular activities will be provided and is a controlled access building. Douglas Gardens V offers a potluck party as well as a birthday parties, bingo, movie night and ice cream social to its residents. This development is a 4% tax credit with MMRB (Multifamily Mortgage Revenue Bonds), SAIL, and ELI.

Freedom Gardens, Brooksville, FL



Located in Brooksville, home to historic buildings and famous governor residences, Freedom Gardens, a brand new multifamily affordable community, will serve as an Avant catalyst for future business developments and opportunities. As a garden-style resort community, Freedom Gardens consists of 96 high quality affordable apartments, with (28) 1-bedrooms, (36) 2-bedrooms and (32) 3-bedroom floorplans. Amenities at Freedom Gardens will include a Pet Park, a jogging path with fitness stations, a 1,200sf pool and a 4,806sf Clubhouse with a cybercafé, laundry facilities, exercise room, after school care and central community gathering area. The community offers literacy games weekly, employment recruiting with resume assistance and interview prep for its residents. Phase I is a 9% LIHTC development.

Freedom Gardens II, Brooksville, FL



Following the success of its first phase, Freedom Gardens II brings an additional 94 units to Brooksville, FL. This community consists of (32 1-bedrooms, (28) 2-bedrooms and (34) 3-bedrroms. The first phase amenities were designed to accommodate the phase II residents, and therefore will enjoy an extra-size clubhouse, pool, playground, common-laundry and a jogging path locked on Revere Road. The new units will enjoy an enviable energy efficiency standard, thanks to its high green building features and gas appliances. The community offers literacy games weekly, employment recruiting with resume assistance and interview prep for its residents. Freedom Gardens II is a 4% LIHTC development.

Hammock Ridge, Spring Hill, FL



The Hammock Ridge community is in Spring Hill, FL and consists of 104-units new construction with (12) 1-bedrooms, (60) 2-bedrooms and (32) 3-bedroom floor plans. Hammock Ridge community includes a stand-alone clubhouse with exceptional amenities including a fully equipped fitness center, open concept gathering room, kid's playtime room, computer lab, and media/gaming station. The landscaped grounds provide a playground and resort-style pool with a pergola and BBQ station for all residents. Hammock Ridge offers ice cream socials, coffee socials and game days to its residents. This development was funded with 9% tax credits and SunTrust permanent loan.

Hammock Ridge II, Spring Hill, FL



Hammock Ridge II is a new 4-story 92-unit development with elevators. Hammock Ridge II floor plans consist of (48) 1-bedrooms and (44) 2-bedrooms. The development will be for low income residents and at least one resident shall be a senior age of 55 years or older. Construction commenced in the beginning of 2018 and will was completed around May 2019. Amenities will include a communal lobby and fully furnished gathering area with multiple activity areas throughout and is certified under the National Green Building Standards Certification. This community offers grime watch meetings, craft days and bingo to its residents. Hammock Ridge II is a 9% tax credit development.

Heron Estates Sr, Riviera Beach, FL



Heron Estates Sr. will consist of three stories with 101 units, (81) 1-bedrooms and (20) 2 bedrooms for seniors. Heron Estates Sr. will have an amenity package that will include energy efficient apartments with eco-friendly flooring, programmable thermostats and energy star rated windows and appliances. Additionally, tenants will have access to literacy training, daily activities and assistance with light housekeeping, grocery shopping and/or laundry programs. Heron Estates is a 4% tax credit with Palm Beach County Bonds, SAIL and ELI.

Isles of Pahokee II, Pahokee, FL



Isles of Pahokee II is a rehabilitation community with 129-units consisting of (78) 1-bedrooms, (39) 2-bedrooms and (12) 3 bedrooms. The apartments will have open floor plans stocked with full-size energy star appliances and green design features. This community will have a resident communal space with a community center and is a 9% tax credit development.

Luna Trails, Titusville, FL



Luna Trails is a Senior community with 86 affordable units, (69) 1-bedrooms, (5) 2-bedrooms and (12) 3-bedroom floor plans. The amenity package will include energy efficient apartment's, programmable thermostats and energy star rated windows and appliances. Additionally, tenants will have access to literacy training, daily activities and assistance with light housekeeping, grocery shopping and laundry programs. This community is 9% tax credits.

Malibu Bay, West Palm Beach, FL



Malibu Bay was completed in late 2004 and is a 264-unit rental community located in West Palm Beach, Florida, one block off Palm Beach Lakes Boulevard, across the street from Palm Beach Lakes Mall and adjoining City Side, a luxury WCI Community. The community consists of 11 three-story garden style residential buildings that consist of (48) 1-bedroom's, (108) 2-bedroom's and (108) 3 bedroom's and a clubhouse located on a 13-acre waterfront site. The community provides crime watch meetings, health and nutrition classes, and different activities during the holidays to its residents. Malibu Bay is a 4% tax credits, SHIP, City of WPB HOME, MMA Financial and HUD 223(f) development.

Oaks at Lakeside, Bradenton, FL



Oaks at Lakeside is located just North of Sarasota with the Gulf of Mexico just 15 minutes West. This community is a 96-unit development for Families, (36) 1-bedrooms, (24) 2-bedrooms and (36) 3-bedrooms, all comprised in 4 garden-style wood frame buildings, a grand clubhouse with a fitness and media center, gated dog park, an onsite adventure playground, and swimming pool. The apartments consist of open floor plans with washer/dryer hook-ups in every unit as well as energy star appliances. This development is a 9% tax credit community.

Osprey Pointe, Dade City, FL



Osprey Pointe will consist of 110 units for Families split amongst five 3 story garden style wood frame buildings with (18) 1-bedrooms, (62) 2-bedrooms and (30) 3-bedroom apartments. Amenities offered at this community will include a resort style pool, clubhouse with media area, fitness center, computer room, storage room, and a covered seating/picnic area outside. This community is a 4% tax credit, SAIL, ELI and has a Pasco County Contribution.

Palms at Town Center, Palm Coast, FL



The Palms at Town Center is an 88-unit development for Families with (30) 1-bedroom, (50) 2-bedroom and (8) 3-bedroom floorplans spread across 3 garden style wood frame buildings. This community will offer a clubhouse with resort style pool, playground, and a sports court for its residents. This development is 4% tax credits, Workforce and SAIL.

Palm Park Apartments, Boynton Beach, FL



Palm Park Apartments is in the west Boynton Beach/Delray Beach area on approximately 30 acres at the northwest corner of Jog Road and Flavor Pict Road in Palm Beach County, Florida. Built in 2006, Palm Park consists of 160 units of which (16) 1-bedroom, (84) 2-bedrooms and (60) 3-bedroom floorplan. The development has been widely acclaimed in the local media and various national publications for its attractive pricing, quality upgrades, and its unique energy efficient and environmentally friendly features. This community offers monthly resident activities of ice cream socials, meet and greet your neighbor's pizza party and breakfast on the go. Palm Park has Palm Beach HFA Bonds, FHFC, SAIL, Palm Beach SHIP and MMA funding.

Park at Wellington I, Holiday, FL



Park at Wellington consists of 110 units, (18) 1-bedroom's, (62) 2-bedroom's, (30) 3-bedroom's and is a multiphase housing community for families in Pasco County, FL. The community is uniquely located approximately 30 miles northwest of Tampa along US Highway 19, a major commercial corridor. Park at Wellington will be built in two phases, Phase I is a garden style development with 110 units. Construction began in July 2016 and HTG will delivered the first units for occupancy in March 2017. The community offers pizza parties, family fun day and movie nights for its residents. Park at Wellington I is a 9% tax credit development.

Park at Wellington II, Holiday, FL



Park at Wellington **II** began construction in November of 2016 and consists of 110 units, with a breakdown of (18) 1-bedroom's, (62) 2- bedroom's and (30) 3-bedrooms', all packed into a 4-story elevator building that will be ready for occupancy within 12 months of construction commencement. This community gets its architectural design inspiration from two principal sources: Traditional Florida Vernacular and Wrightian Prairie Style. The centerpiece of the community is its fully loaded clubhouse featuring a cybercafé, resort-style pool, fitness center, children's learning and play center, gathering/media area, and laundry facility. The community offers pizza parties, family fun day, movie nights and crime prevention night for its residents. Park at Wellington **II** is a 4% tax credit MMRB Bonds and SAIL development.

Pine Run Villas, Lake Worth, FL



Pine Run Villas is a unique affordable townhome development in the heart of Palm Beach County. All 63 units at Pine Run Villas have either 3 or 4 bedrooms and each has an attached garage, making this an ideal home for a large family. Pine Run Villas is a shining example of luxury affordable housing in Palm Beach County. Amenities at Pine Run include a community center/clubhouse, swimming pool, 1/2 basketball court, and tot lot. This community is a 4% tax credit and Palm Beach HFA Bonds, Palm Beach County NSP and HOME.

Princeton Park, Homestead, FL



Princeton Park consist of 150 units, (18) 1-bedrooms, (96) 2-bedrooms and (36) 3-bedrooms spread across 4 three story residential buildings and 1 clubhouse. The state-of-the-art clubhouse includes a fitness center, a large multi-purpose community room, designated workstations, and a supreme swimming pool that lies just feet away. The units will feature open floor plans that include granite countertops, vinyl tile flooring, and full range energy star appliances. Princeton Park will serve working families that qualify as low-income households. Princeton Park provides residents with literacy training, family support coordinators, and employment assistance programs. This community is a 9% tax credit development.

The Addison, Bradenton, FL



The Addison is a 90-unit new construction family development consisting of a Mid-Rise Apartment building of 5 stories. The community will offer a resort style swimming pool, media center community room, dog park, playground, fitness center and many other amenities for our residents. There will also be a 600 sqft. retail space as part of the overall development. This community will consist of (25) 1-bedrooms, (52) 2-bedrooms, and (13) 3-bedrooms. The Addison offers weekly literacy training and quarterly employment assistance and financial management to its residents. The development was funded under RFA 2017-102 as a 9% tax credit deal in conjunction with a SAIL loan and CDBG (Community Development Block Grant).

Valencia Grove, Eustis, FL



Valencia Grove is a 144-unit affordable multifamily development located in Lake County, FL. The community features six (6) 3-story garden-style residential buildings with (24) 1-bedroom, (96) 2-bedroom and (24) 3-bedroom floor plans, along with a Grand Clubhouse which will provide its residents access to a cybercafé room, laundry facility, an exercise room and a pool. Other onsite amenities include a playground, sand volleyball court, car care center, pet park and sports field. This community offers literacy training, employment assistance, health and nutrition classes and community activity events for its residents. This community is a 4% tax credit with bonds, SAIL, ELI and a grant with the City of Eustis.

Veranda Senior, Homestead, FL



Completed in 2012, situated Miami-Dade County, this community of 99 units, (69) 1-bedroom and (30) 2-bedroom floor plans, focuses on the senior demographic. Veranda features a clubhouse, pool, fitness center and library among other amenities. Veranda Senior features energy efficient appliances and other sustainable components. The response to Veranda Senior Apartments has been overwhelming positive, as we were 100% occupied at grand opening. Veranda Senior offers financial literacy class, ESL as a second language class and the YMCA comes to teach different medical classes to their residents. This community is 4% tax credits with FHFC MMRB Bonds, TCEP and Surtax.

Village Place, Fort Lauderdale, FL



Village Place Apartments, 112 units in a 6-story mid-rise with (82) 1-bedrooms, (29) 2-bedroom (1) 3-bedroom apartments and townhomes in the heart of downtown Ft. Lauderdale, near Las Olas. The property is situated on the corner of NE 4th Avenue and NE 7th Street, two blocks West of Federal Highway. Amenities include clubhouse, fitness center, library, courtyard, rooftop pool, and private garage parking. Village Place offers bingo twice a month, holiday celebrations and meet and greets for its residents. This community is a 9% tax credit development.

Wagner Creek, Miami, FL



Wagner Creek's 73 units, (9) 1-bedrooms, (56) 2-bedrooms and (8) 3-bedroom floor plans that feature in-home washers and dryers and/or hook-ups, fully equipped full-size kitchens with energy efficient stoves, refrigerators, garbage disposals and dishwashers. The carefully selected features and amenities of the Wagner Creek Apartments will make the perfect living environment for residents looking to live in the Hospital District. At Wagner Creek, we strive to make you feel at home by providing arts and crafts, movie nights, literacy training and financial training activities to its residents. This community is 9% tax credit and has City of Miami HOME.

Whispering Palms, Largo, FL



Whispering Palms located at 601 16th Avenue SE, just east of Seminole Boulevard in Largo consists of 63 units. The community has (40) 2-bedrooms, (15) 3-bedrooms 2.5 bath and (8) 3-bedrooms 2 bath townhome and garden-style apartments surrounded by lush landscaping within a quiet setting but near a multitude of amenities, including local shopping and schools. The families of Whispering Palms will enjoy an array of community amenities including a multipurpose clubhouse, pool, fitness center, playground, and computer lab. Construction was completed November 2015 with a successful lease up of 100% occupancy by December 2015. The community provides quarterly employment assistance programs, literacy training weekly and after school program care Monday's thru Friday during school months to its residents. Whispering Palms is a 9% tax credit community.

HTG PROJECTS

COMING SOON

Father Marquess-Barry, Miami, FL



Father Marquess-Barry is a 60-unit development for Seniors consisting of (48) 1-bedrom and (12) 2-bedroom floorplans all located within a garden-style concrete building. This community will offer a multi-purpose room available to residents for events and activities, fitness center with on-grade parking, library, bike storage and community garden. This community is 9% tax credits.

Heron Estates Family, Riviera Beach, FL



Heron Estates Family is a 2-story, 79-unit townhouse development that will complete phase I Heron Estates Senior. This community will consist of (19) 1-bedroom, (40) 2-bedroom and (20) 3-bedroom units. The clubhouse will include a fitness center, computer/business center, playground, pool, dog park, multipurpose sports court, and an outdoor grill and lounge seating area. Heron Estates Family will be certified under the National Green Building Standards and is anticipated to commence construction in March 2020. This community is 4% tax credits and bonds, SAIL and ELI.

Paradise Lakes Apartments, West Kendall, FL



Paradise Lakes is a 3 story 76-unit development consisting of (56) 1-bedrooms and (20) 2-bedrooms. The new Garden Style community will feature approximately 15,000 square foot retail space on the 1st floor with the residential dwellings located on the 2nd and 3rd floors. A portion of the retail space will be dedicated to features found commonly found in a Clubhouse such as a fitness center, community room with games and lounge seating, computer/business center. This development is a 9% tax credit community.

Twin Lakes II, Lakeland, FL



Twin Lakes II is the second phase of a three planned phase construction that consists of 132 apartments for Families with (22) 1-bedroom, (62) 2-bedroom and (48) 3-bedroom floor plans. Residents of Twin Lakes II will have access to amenities like a swimming pool, landscaped walking paths, fully equipped clubhouse with a computer room, TV room, fitness center and community kitchen and sports courts. This development is 4% tax credit with MMRB Bonds, SAIL and ELI.

Valencia Grove II, Eustis, FL



Valencia Grove II is a 110-unit development for Seniors consisting of (76) 1-bedroom and (34) 2-bedroom floor plains all located in 1 garden style wood building that will complement the first phase that has 144 units. Amenities that are included in this phase is a fitness center and a multi-purpose room available to residents for wedding and other activities, and on-grade parking. This development is 4% tax credit with bonds, SAIL and ELI.

Village View, Fort Lauderdale, FL



Village View is a 100-unit development for Seniors with (68) 1-bedrooms and (32) 2-bedroom apartments. Village View is a National Certified Green building that includes a community and business center for its residents, and a resort style swimming pool. This development is 9% tax credit.

Lafayette Gardens, Tallahassee, FL



Lafayette Gardens is a 96-unit (60) 1 bedrooms and (18) 2 bedrooms (18) 3 bedrooms multi-family garden style development. Lafayette is a National Certified Green Building. This new development will feature a state-of-the-art clubhouse with amazing architectural designs, swimming pool, satellite TV service to each resident and a fitness center.

Hudson Village, Hollywood, FL



Hudson Village is a 96-unit multi family development in Broward County, FL (53) 1- bedrooms and (43) 2-bedrooms. It is a 7-story high rise building that will include a swimming pool, fitness center, bike storage, business center and amazon parcel room. This development is 9 % tax credit.

Oak Valley, Ocala, FL



Oak Valley is a 96-unit multi family development in Marion County, FL. Consiting of (66) 1- bedrooms and (30) 2- bedrooms this asset will include a fitness center, swimming pool, picnic pavilion, media room with catering and shuffleboard court. This development is 9 % tax credit..

RANDY RIEGER – CHAIRMAN AND PRINCIPAL



Randy Rieger is the Founder, Chairman and a Principal of Housing Trust Group, a multi-faceted real estate development company that develops, owns, and manages properties throughout the Southeastern United States and Arizona. Housing Trust Group and its related entities specialize in the development of multi-family rental communities, affordable multi-family rentals, multi-family student housing communities, commercial developments and multi-family housing sales. The company has developed, acquired, owned and managed several thousand units nationwide and is headquartered in Miami, Florida.

Prior to forming Housing Trust Group, for some 25 years, Mr. Rieger served as Vice President, then as Managing General Partner, of Royal Palm Beach Colony, L.P. The company was a large publicly held real estate development company listed on the American Stock Exchange and was actively involved in the development of numerous large-scale communities throughout the State of Florida.

Mr. Rieger is a lifelong resident of South Florida and has a Bachelor's degree from the University of Florida

MATTHEW RIEGER, ESQ. – PRESIDENT AND CEO



Matthew Rieger serves as the President, CEO and Principal of Housing Trust Group and is responsible for the day-to-day activities of the Company. Mr. Rieger began his tenure with Housing Trust Group as the Company's General Counsel in 2004.

Prior to joining Housing Trust Group, Mr. Rieger was an associate with a large law firm. During his tenure practicing law, Mr. Rieger was involved in over $1 Billion worth of real estate and corporate transactions including acquisitions, development, re-financings, and joint ventures in the U.S and abroad.

Mr. Rieger was born in the City of Miami and is a third-generation Floridian. He is a member of the Florida Bar Association and American Bar Association and earned his Juris Doctorate from Nova Southeastern University. Mr. Rieger also holds a Bachelor of Arts degree in Geography from the University of Florida.

LAURA RODRIGUEZ – EXECUTIVE VICE PRESIDENT



As Executive Vice President of property management, Laura oversees the day to day operations of HTG Management for the state of Florida, as well as, all new developments in Arizona, Georgia, South Carolina and Texas in the pipeline. With over 20 years of multifamily experience, Laura works closely with ownership to plan and execute corporate strategy to drive portfolio performance while providing leadership and cultivating the culture of the management company. Laura is responsible for directing and supporting HTGM teams as they strive for excellence daily.

Prior to joining HTGM, Laura was a regional manager for ZRS Management for over 10 years. Her most recent position was as a Regional Vice President for Alliance Residential were she was responsible for overseeing the 3rd party management and developments for the state of Florida. At Alliance, Laura developed the Florida Region from the ground up all while building and elevating the company culture. Laura was instrumental in executing over 12 leases ups from development through lease up and through disposition.

Laura brings a wealth of knowledge and experience to the team having managed a diverse portfolio of assets including affordable, market rate, new construction, condo and third-party management.

Laura is an accomplished LIHTC certified property management professional and holds CPM and LCAM designations. An undergraduate of the University of Florida, Laura earned her Master's from Nova Southeastern University.

MARIO ROBAINA, CHIEF FINANCIAL OFFICER



Mario Robaina has over 25 years of experience in Finance in Real Estate, Investment Banking and Private Equity focused primarily on structured and project-based finance. At HTG Mr. Robaina is responsible for accounting, budgeting, and forecasting, strategic planning, cash management and asset management for the entire HTG enterprise. Joining HTG in 2015 as EVP of Development Finance, he was primarily responsible for structuring, modeling, underwriting, negotiating, and closing of a variety of multi-family 9% and 4% LIHTC developments. In addition, he has been involved as the Asset Manager of a portion of HTG's Operating Portfolio. Prior to joining HTG, he closed over $1 billion in all manner of new construction, redevelopment and refinancing real estate transactions including condominium, market-rate rental, LIHTC rental, commercial, office and industrial developments. Mr. Robaina received his Bachelor of Science in Industrial Engineering from Stanford University and holds an MBA from the University of Miami focusing on Finance and Management.

ATTACHMENT C


Sam's CLUB
target
Kissimmee Elementary School
Orlando, FL
23 Miles from the Property
PLAZA DEL SOL
Enchanted Oaks
CVS pharmacy
ALDI
THE HOME DEPOT
Walmart
Vine Street
ups
Chick-fil-A
Walmart Supercenter
Orlando Family Medical
Kissimmee Gateway Airport
www.htgf.com

ATTACHMENT D


4153 Enchanted Oaks Circle, Kissimmee, FL 34741
Enchanted Oaks
Proposed 9% App

ATTACHMENT E

FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ELECTRICITY

Name of Development: Enchanted Oaks

Development Location: 4153 Enchanted Oaks Circle, Kissimmee, FL 34741

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Electricity is available to the proposed Development, subject to item 2 below.
2. To access such electric service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment in connection with the construction of the Development.

CERTIFICATION

I certify that the foregoing information is true and correct.

Magdalena Fernandez	Kissimmee Utility Authority
Signature	Name of Entity Providing Service
Magdalena Fernandez	1701 W Carroll Street,
Print or Type Name	Address (street address, city, state)
Senior Engineer	Kissimmee FL 34741
Print or Type Title	
08/29/2024	(407) 933-7777
Date Signed	Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from elected local government officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 08-20)

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING AND LAND USE REGULATIONS

Name of Development: Enchanted Oaks

Development Location: 4153 Enchanted Oaks Circle, Kissimmee, FL 34741
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 170
This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned Local Government representative confirms that, as of the date that this form was signed, the above referenced Development's proposed number of units, density, and intended use (i) are consistent with current land use regulations and zoning designation; OR (ii) are approved pursuant to sections 125.01055(6) and 166.04151(6), Florida Statutes; OR (iii) are consistent with sections 125.01055 (7) and 166.04151 (7), Florida Statutes; OR, (iv) if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use.

CERTIFICATION

I certify that the City/County of Kissimmee (Name of City/County) has vested in me the authority to verify consistency with local land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

Signature

Brenda Ryan, AICP
Print or Type Name

Development Services Planning Manager
Print or Type Title

08/30/2024
Date Signed

101 Church Street
Address (street address, city, state)

Kissimmee, Florida 34741
Address (street address, city, state)

407-518-2104
Telephone Number (including area code)

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from elected local government officials are not acceptable, nor are other signatories. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 06-2023)

FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE – SEWER CAPACITY, PACKAGE TREATMENT, OR SEPTIC TANK

Name of Development: Enchanted Oaks

Development Location: 4153 Enchanted Oaks Circle, Kissimmee, FL 34741

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 170

This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, Sewer Capacity or Package Treatment is available to the proposed Development; or there are no known prohibitions to installing a Septic Tank system with adequate capacity for the proposed Development location or, if necessary, upgrading an existing Septic Tank system with adequate capacity for the proposed Development location.

To access such waste treatment service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, provide easements, and/or remove, relocate, install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development. Execution of this document does not guarantee that waste treatment service will be available to the Applicant in the future and does not provide the Applicant with any vested rights to receive waste treatment service. The availability of waste treatment services is subject to the approval of all applicable governmental agencies having jurisdiction over these matters.

For projects located within Miami-Dade County, the Applicant is advised that the right to connect the referenced property to the Department's sewer system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the County and the United States, the State of Florida, and/or any other governmental entity, including the Consent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

CERTIFICATION

I certify that the foregoing information is true and correct.

Ray Biron
Ray Biron (Aug 16, 2024 10:18 EDT)
Signature

Ray Biron
Print or Type Name

Manager of Private Development
Print or Type Title

08/16/2024
Date Signed

Toho Water Authority
Name of Entity Providing Service

951 Martin Luther King Blvd
Address (street address, city, state)

Kissimmee, FL 34741

407-944-5029
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from elected local government officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 07-2022)

FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - WATER

Name of Development: Enchanted Oaks

Development Location: 4153 Enchanted Oaks Circle, Kissimmee, FL 34741

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 170

This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Potable water is available to the proposed Development, subject to item 2 below.
2. To access such water service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, provide easements, and remove, relocate, install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development. Execution of this document does not guarantee that water service will be available to the Applicant in the future and does not provide the Applicant with any vested rights to receive water service. The availability of water services is subject to the approval of all applicable governmental agencies having jurisdiction over these matters.

CERTIFICATION

I certify that the foregoing information is true and correct.

Ray Biron Ray Biron (Aug 16, 2024 13:02 EDT) Signature	Toho Water Authority Name of Entity Providing Service
Ray Biron Print or Type Name	951 Martin Luter King Blvd Address (street address, city, state)
Manager of Private Development Print or Type Title	Kissimmee, FL 34741
08/16/2024 Date Signed	407-944-5029 Telephone Number (including area code)

Signature: Ray Biron
Ray Biron (Aug 16, 2024 13:02 EDT)

Email: rbiron@tohowater.com

Company: Toho Water Authority

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from elected local government officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 07-2022)

FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ROADS

Name of Development: Enchanted Oaks

Development Location: 4153 Enchanted Oaks Circle, Kissimmee, FL 34741

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Existing paved roads provide access to the proposed Development, or there are no known impediments to the construction of paved roads to connect part of the proposed Development to existing paved roads;
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development; and
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct.

Signature

Ryan Kilman

Print or Type Name

Engineer 1

Print or Type Title

8/30/2024

Date Signed

ryan.kilman@kissimmee.gov

City of Kissimmee

Name of Entity Providing Service

Public Works and Engineering

101 Church Street

Address (street address, city, state)

Kissimmee, FL 34741

Telephone Number (including area code)

407-518-2170

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from elected local government officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 08-20)

ATTACHMENT F

Uses	Ref.	Permanent Phase Total	%	Per Unit	Construction Phase Total	%	Per Unit
Hard Costs							
GC Contract							
Hard Construction Costs		17,390,100	51.90%	173,901	17,390,100	54.76%	173,901.00
Demolition		-	0.00%	-	-	0.00%	-
Financial Costs		-	0.00%	-	-	0.00%	-
GC Profit		1,043,406	3.11%	10,434	1,043,406	3.29%	10,434
GC General Requirements		1,043,406	3.11%	10,434	1,043,406	3.29%	10,434
GC Overhead		347,802	1.04%	3,478	347,802	1.10%	3,478
General Liability Insurance		71,869	0.21%	719	71,869	0.23%	719
Construction - P&P Bond		138,324	0.41%	1,383	138,324	0.44%	1,383
GC Contract Total		**20,034,907**	**59.79%**	**200,349**	**20,034,907**	**63.09%**	**200,349**
Hard Cost Contingency @:	5.0%	1,001,745	2.99%	10,017	1,001,745	3.15%	10,017
Recreational / Owner Items		400,000	1.19%	4,000	400,000	1.26%	4,000
Construction - Mgmt & Supervision		-	0.00%	-	-	0.00%	-
Construction - Offsite		-	0.00%	-	-	0.00%	-
Total Hard Costs		**21,436,653**	**63.98%**	**214,367**	**21,436,653**	**67.50%**	**214,367**
Soft Costs							
Financial Costs							
Construction Interest Expense		2,115,948	6.32%	21,159	2,115,948	6.66%	21,159
Bridge Loan Interest Expense		-	0.00%	-	-	0.00%	-
Other Loan Fees - HOME		-	0.00%		-		
Other Interest Expense		-	0.00%	-	-	0.00%	-
Construction Loan Origination Fee		180,000	0.54%	1,800	180,000	0.57%	1,800
Construction Loan Closing Costs		24,000	0.07%	240	24,000	0.08%	240
Permanent Loan Origination Fee		89,060	0.27%	891	89,060	0.28%	891
Initial Financing Fee		-	0.00%	-			
Permanent Loan Closing Costs		15,000	0.04%	150	15,000	0.05%	150
Legal - Lender		75,000	0.22%	750	75,000	0.24%	750
Syndication Fees		50,000	0.15%	500	50,000	0.16%	500
Placement Agent		-	0.00%	-	-	0.00%	-
Loan Closing Costs		-	0.00%	-	-	0.00%	-
Interest - Pre-dev Loan		-	0.00%	-	-	0.00%	-
SAIL and ELI Commitment Fees		-	0.00%	-	-	0.00%	-
Bank Charges		-	0.00%	-	-	0.00%	-
Costs of Issuance		-	0.00%	-	-	0.00%	-
Servicer Fees During Construction		-	0.00%	-	-	0.00%	-
Fiscal Agent Fee During Construction		-	0.00%	-	-	0.00%	-
Total Financial Costs		**2,549,008**	**7.61%**	**25,490**	**2,549,008**	**8.03%**	**25,490**
Reports & Studies							
Appraisal		10,000	0.03%	100	10,000	0.03%	100
Environmental Report		10,000	0.03%	100	10,000	0.03%	100
Geotech Report		10,000	0.03%	100	10,000	0.03%	100
Market Study		6,500	0.02%	65	6,500	0.02%	65
Physical Needs Assessment		-	0.00%	-	-	0.00%	-
Plan and Cost Review		5,000	0.01%	50	5,000	0.02%	50
Traffic Study		5,000	0.01%	50	5,000	0.02%	50
Delivery Charges/Copying		-	0.00%	-	-	0.00%	-
Reports and Studies - Other		-	0.00%	-	-	0.00%	-
Total Reports and Studies		**46,500**	**0.14%**	**465**	**46,500**	**0.15%**	**465**
General Development Costs							
Accounting Fees		40,000	0.12%	400	40,000	0.13%	400
Architect - Design	$4,000	400,000	1.19%	4,000	400,000	1.26%	4,000
Architect - Supervision		50,000	0.15%	500	50,000	0.16%	500
Architect - Landscape		20,000	0.06%	200	20,000	0.06%	200
Building Permits	1,296.00	150,000	0.45%	1,500	150,000	0.47%	1,500
Consulting Fees (eligible)		-	0.00%	-	-	0.00%	-
Engineering Fee		75,000	0.22%	750	75,000	0.24%	750
FHFC Administrative Fees	9.00%	252,000	0.75%	2,520	252,000	0.79%	2,520
FHFC Application Fees		3,000	0.01%	30	3,000	0.01%	30
Non-Competitive App Fee		-	0.00%	-	-	0.00%	-
FHFC Compliance Mon. Fee		(1,852)	-0.01%	(19)	(1,852)	-0.01%	(19)
FHFC - Other (i.e. Extension, Credit Swap)		-	0.00%	-	-	0.00%	-
FHFC - Underwriting Fee		17,845	0.05%	178	17,845	0.06%	178
Special Taxing District Fee	0.2617	-	0.00%	-	-	0.00%	-
Green Certification - NGBS/LEED		30,000	0.09%	300	30,000	0.09%	300
Impact Fees	$5,479	547,897	1.64%	5,479	547,897	1.73%	5,479
Inspection & Material Testing Fees		75,000	0.22%	750	75,000	0.24%	750
Muni Fees - Zoning, Site Plan, & Platting Fees		25,000	0.07%	250	25,000	0.08%	250
Relocation Expenses		-	0.00%	-	-	0.00%	-
Survey & Platting (including as-built)		15,000	0.04%	150	15,000	0.05%	150
Utility & Submetering Connection		$125,000	0.37%	1,250	125,000	0.39%	1,250
Organizational Costs		10,000	0.03%	100	10,000	0.03%	100
Site Preparation		-	0.00%	-	-	0.00%	-
Non-eligible Costs		-	0.00%	-	-	0.00%	-
Utility Relocation Budget & Douglass FPL Consulting	1.53%		0.00%	-	-	0.00%	-
Total General Development Costs		**1,833,890**	**5.47%**	**18,339**	**1,833,890**	**5.77%**	**18,339**

Legal							
Legal Fees		150,000	0.45%	1,500	150,000	0.47%	1,500
Legal Fees- Partnership		-	0.00%	-	-	0.00%	-
Legal - Construction		-	0.00%	-	-	0.00%	-
Legal - Zoning, Site Plan, & Platting		15,000	0.04%	150	15,000	0.05%	150
Legal - Other (i.e. Environmental)		-	0.00%	-	-	0.00%	-
Title Insurance, Taxes, & Recording	0.35%	117,272	0.35%	1,173	117,272	0.37%	1,173
Total Legal		**282,272**	**0.84%**	**1,323**	**282,272**	**0.42%**	**1,323**
Marketing and Lease-up							
Marketing Costs & Other		25,000	0.07%	250	25,000	0.08%	250
Lease Up Costs		50,000	0.15%	500	50,000	0.16%	500
Total Marketing & Lease-up		**75,000**	**0.22%**	**750**	**75,000**	**0.24%**	**750**
Taxes and Insurance							
Builder's Risk & Const. Insurance	1.50%	260,852	0.78%	2,609	260,852	0.82%	2,609
Insurance- Property/Liability		138,122	0.41%	1,381	138,122	0.43%	1,381
Property Taxes & Other	2.13%	74,983	0.22%	750	74,983	0.24%	750
Total Taxes and Insurance		**473,956**	**1.41%**	**4,740**	**473,956**	**1.49%**	**4,740**
Soft Cost Contingency	5.00%	135,581	0.40%	1,355.81	135,581	0.43%	1,356
Sub-Total		**26,832,860**	**80.08%**	**266,829**	**26,832,860**	**84.02%**	**266,829**
Land Acquisition Costs							
Land, To be Acquired		2,075,000	6.19%	20,750	2,075,000	6.53%	20,750
Existing Buildings, To be Acquired		-	0.00%	-	-	0.00%	-
Brokerage Fee		-	0.00%	-	-	0.00%	-
Land Other		-	0.00%	-	-	0.00%	-
Developer Fee & Overhead							
Developer's Admin. & Overhead	0.0%	-	0.00%	-	-	0.00%	-
Developer's Fee	16.0%	4,293,258	12.81%	42,933	2,850,462	8.98%	28,505
Developer's Fee - Land		-	0.00%	-	-	0.00%	-
BSPRA	0.0%	-	0.00%	-		0.00%	-
Reserves							
Operating Deficit Reserve (3M OpEx & Debt Service)	4	305,159	0.91%	3,052	-	0.00%	-
Total Project Cost		**33,506,276**	**100.00%**	**333,563**	**31,758,322**	**99.53%**	**316,083**
Financing Gap Surplus/(Short)		**(0)**			**-**		

Sources	**Rate**	**Permanent Phase**			**Construction Phase**		
		Total	**%**	**Per Unit**	**Total**	**%**	**Per Unit**
Hard							
Predevelopment Loan		-	0.0%	-	-	0.00%	-
GP Loan		-	0.0%	-	-	0.00%	-
Construction Loan	6.55%	-	0.00%	-	24,000,000	75.57%	240,000.00
Bridge Loan	6.55%	-	0.00%	-	-	0.00%	-
Permanent Loan 1	6.75%	8,906,000	26.58%	89,060.00	-	0.00%	-
Permanent Loan 2		-	0.00%	-	-	0.00%	-
Permanent Loan 3		-	0.00%	-	-	0.00%	-
Soft							
SAIL	1.00%	-	0.00%	-	-	0.00%	-
ELI	0.00%	-	0.00%	-	-	0.00%	-
Other - SAIL	0.00%	-	0.00%	-	-	0.00%	-
NHTF	0.00%	-	0.00%	-	-	0.00%	-
Surtax/Other	0.00%	-	0.00%	-	-	0.00%	-
Grant - Osceola	0.00%	460,000	1.37%	4,600	460,000	1.45%	4,600.00
Grant/Other #2	0.00%	-	0.00%	-	-	0.00%	-
Preferred Equity LP1		-	0.00%	-	-	0.00%	-
Preferred Equity LP2		-	0.00%	-	-	0.00%	-
Preferred Equity LP3		-	0.00%	-	-	0.00%	-
GP Equity		-	0.00%	-	-	0.00%	-
Investor Equity		23,647,635	70.58%	236,476	5,911,909	18.62%	59,119.09
Deferred Developer Fee		492,641	1.47%	4,926	1,386,413	4.37%	13,864.13
NOI During Construction		-	0.00%	-	-	0.00%	-
Total Sources		**33,506,276**	**100.00%**	**335,063**	**31,758,322**	**100.00%**	**317,583**

Proforma Disclaimer: The estimates contained herein are based on assumptions concerning future events and circumstances which are inherently subject to uncertainty and variation depending upon continually evolving events. No representation or warranties, expressed or implied, as to their content, suitability for any purpose, accuracy, veracity, or completeness are made or that actual results will conform to such estimates. This document is provided subject to errors, omissions and changes in the information and is subject to modification or withdrawal.

Florida Housing Finance Corporation Local Government Verification Of Contribution Form

Name of Development: Enchanted Oaks

Development Location: 4153 Enchanted Oaks Circle, Kissimmee (Parcel IDs: 18-25-29-1808-0001-0020, 18-25-29-1019-0001-0020, & 18-25-29-1019-0001-00A0)

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

Information regarding the Contribution*

Type of the ONE contribution to be used as a source*	Face amount of ONE contribution*	Net present value amount, if applicable	Contribution amount (face amount minus net present value)
Fee Deferral			
Fee Waiver		Not applicable	Not applicable
Grant		Not applicable	Not applicable
Loan to be repaid			
Loan with forgiveness	$75,000	Not applicable	Not applicable

*Each form can be used for one type of funding contribution. Use multiple forms if contributing multiple types of funding sources to the same Development (e.g. a combination of loans and grants).

This contribution will not be considered Local Government Area of Opportunity funding. In certain RFAs, this contribution may make the Development eligible for points or other preferences in the selection process. There is no limit on the number of such contributions the Local Government stated above may make to Developments competing in the same RFA. Additionally, loans and grants will be eligible to be considered as a source of funding for the Development.

Certification

This amount is valid for 12 months from the date signed and may be used in any RFA in which the Applicant applies during that time unless a specific RFA is designated here: 2025-201. (Designate an RFA number here if the contribution is only valid in a specific RFA and not intended to be submitted in any other RFA.)

The city/county of Kissimmee commits the contribution stated above for the Applicant for its use solely for assisting the proposed Development referenced above. I certify that the foregoing information is true and correct, and that this commitment is effective at least through the date required in the applicable RFA.

_____ _____

Signature Print or Type Name

_____ _____

Print or Type Title Date Signed

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, such as the Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons as described above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 03-2025)

CITY OF KISSIMMEE 1883

AFFORDABLE HOUSING CERTIFICATION APPLICATION

PART 1: Applicant and Development Team

APPLICANT:

Name: HTG Kissimmee Cove, LLC

Address: 3225 Aviation Ave, 6th Floor Coconut Grove 33133

Contact Person: Nicholas Bailkin Telephone: 305-860-8188

Email Address: nicholasb@htgf.com Web Address: www.htgf.com

TYPE OF ORGANIZATION:

_____ Sole Proprietorship

X Limited Partnership or Limited Liability Company

_____ Non-profit Corporation

_____ Corporation

_____ Public Housing Authority created by Section 421.04, Florida Statutes

_____ Community Housing Development Organization (CHDO)

Licensed to do business in the State of Florida X YES _____ NO
(Include the Certificate of Status issued by Florida Department of State, Division of Corporations or other reasonably reliable documentation published on www.sunbiz.org)

DEVELOPMENT TEAM AND ORGANIZATIONAL CAPACITY

Developer/Builder (if different from applicant)

Name: HTG Kissimmee Cove Developer, LLC

Address: 3225 Aviation Ave, 6th Floor Coconut Grove 33133

Contact Person: Nicholas Bailkin Telephone: 305-860-8188

Email Address: nicholasb@htgf.com Web Address: www.htgf.com

Licensed to do business in the State of Florida x YES _____ NO

Describe the Developer Experience:
See attached company resume as Attachment A

Attach a list of housing development projects the applicant has completed in the last three years. Provide the name, a brief description, and the date completed for each project.

Property Management Company

Name: HTG Management, LLC

Address: 3225 Aviation Ave, 6th Floor Coconut Grove 33133

Contact Person: Lorena Gomez Telephone: 305-860-8188

Email Address: lorenag@htgf.com Web Address: www.htgf.com

Licensed to do business in the State of Florida x YES _____ NO

Describe the property management experience demonstrating experience in the management of at least two affordable rental housing properties (i.e., properties funded through an affordable housing program such as Housing Credits, Tax-Exempt Bonds, HOME, SAIL, SHIP, etc.).
See Management Company, HTGM, Resume attached as Attachment B

PART 2: Development

DEVELOPMENT TYPE

Type of proposed units:
_____ Garden Apartments
x Mid-rise with elevator
_____ High Rise (a building comprised of 7 or more stories)
_____ Other – Specify: _____

A. Project Information

Name of the Project: Kissimmee Cove

Project Location (provide a location map):
See attached as Attachment C

Parcel Identification Number: 18-25-29-1808-0001-0010

Assistance Requested for the Total Project:

_____ Contribution in the amount of $_____

X Waiver of Building Fees in the amount of up to $20,000

X Expedited Permitting

_____ Other, Explain: _____

Compliance Period:

There is 15-year affordability period required for all set aside units.

Development Site:

Provide name and address of the development site. Include a location map of the proposed development. If the proposed development consists of scattered sites, this information must be provided for each of the scattered sites.

See attached as Attachment D

Provide a description of the project that includes:

- Total number of units to be constructed, along with the number of units deemed affordable
- A Unit Mix chart listing the total number of bedrooms and bathrooms per unit (ex. (10) 1BR/1BA, (15) 2br/2ba, (5) 3ba/2ba, etc.)
- Information identifying transit services and community services

61 1BR/1BA

12 2BR/2BA

Readiness to Proceed

Site Control: Applicants must demonstrate site control by providing documentation demonstrating the Applicant is a party to an eligible contract, lease, or is the owner of the subject property. Such documentation must include all relevant intermediate contracts, agreements, assignments, options, conveyances, intermediate leases, and subleases.

Do you own or have a qualified contract on the Property? x YES _____ NO

Timeline: What is the proposed project timeline (completion schedule) for project from conception to project closeout?

We are currently in pre-development and are going through the site plan approval process with the City of Kissimmee

- June 1, 2026 Financial Closing and Construction Start
- May 1, 2027 50% Construction Completion
- January 15, 2028 TCO, anticipated completion (est. 18 months construction)
- April 1, 2028 Final Lease-up (est. 3 months)
- August 1, 2028 Stabilization & Conversion (est. 6 months)

Zoning, water, sewer, electricity, and roads: Provide a certification signed by a registered Florida Civil Engineer stating that they have reviewed the proposed development location and proposed number of units and that the Future Land Use, Zoning, potable water, sanitary sewer, electricity and roads are appropriate and adequate for the proposed development.

See Attached as Attachment E

Construction Features

All proposed Developments must meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations and rules:

- Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes
- The Fair Housing Act as implemented by 24 CFR 100
- Section 504 of the Rehabilitation Act of 1973; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35.

Proposed Developments must select one of the following Green Building Certification programs:

_____ Leadership in Energy and Environmental Design (LEED);
_____ Florida Green Building Coalition (FGBC);
_____ Enterprise Green Communities; or
x ____ ICC 700 National Green Building Standard (NGBS).

Provide information indicating whether the overall development proposed will include mixed-use, i.e. residential and commercial uses within the proposed development.

Residential

Market Needs Assessment

Describe the market need for this project in the proposed neighborhoods/areas.

Kissimmee, FL is facing a growing need for quality affordable housing as home prices and rents continue to rise,outpacing local wages.

Many households are cost-burdened, spending over 40% of their income on housing. This creates challenges for working families, especially in tourism and service sectors.

While the city and county have launched initiatives—like adaptive reuse projects and fee reduction programs—the current supply remains insufficient.

Expanding affordable housing is crucial to support economic stability, reduce displacement, and ensure inclusive growth in the region.

Describe your outreach and marketing plan for the project.

HTGM, our internal management company, will lead strong outreach efforts to ensure broad community awareness of leasing opportunities at Kissimmee Cove.

These efforts will include targeted marketing campaigns, local partnerships with community organizations, informational sessions, social media engagement, and multilingual materials to reach diverse populations.

HTGM is committed to making the application process accessible and transparent, ensuring that eligible residents are informed and able to take advantage of new affordable housing opportunities.

Discuss any onsite community services to be provided to development residents, and any partnerships with community-based organization to render these services.

The Applicant will offer the following services to the residents of Kissimmee Cove:

Employment Assistance Program

Financial Management Program

Homeownership Opportunity Program

PART 3: Financial Capacity and Project Underwriting

Do you have any financial commitments for the proposed development?
x ____YES _____ NO

Development Cost Pro Forma

All Applicants must provide a Development Cost Pro Forma and Sources and Uses statement for the proposed development. The sources must equal or exceed the uses.

See Attached as Attachment F

PART 4: Applicant Certification

I have carefully examined the Request for Applications and any other documents accompanying or made a part of this Request for Applications.

I understand that funding is contingent upon availability, award of tax credits from FHFC, and approval from the City of Kissimmee Commissioners.

I agree to abide by all conditions of this Application.

I agree to submit all additional information and updates to the application if the project is successful with the FHFC's funding and the project has been approved to receive tax credits/bonds.

I certify that all information contained in this Application is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Application on behalf of the Applicant/Contractor as its act and deed and that the Applicant/Contractor is ready, willing, and able to perform if awarded the Contract.

I further certify, under oath, that this Application is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting an Application for the same product or service; that no officer, employee, or agent of City of Kissimmee or of any other Applicant is interested in said Application; and that the undersigned executed this Applicant Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

The foregoing instrument was acknowledged before me this 15th day of September, 2024, by means of ☑ physical presence or ☐ online notarization, Matthew Rieger as Manager for HTG Kissimmee Cove Manager, LLC who is personally known to me or has produced identification.

Notary Seal:

Notary: Kathleen Mary Haggerty

Print Name: Kathleen Mary Haggerty

My Commission Expires: 09/30/2028

KATHLEEN MARY HAGGERTY
MY COMMISSION # HH 533287
EXPIRES: September 30, 2028

HTG KISSIMMEE COVE, LLC
a Florida limited liability company

By: HTG KISSIMMEE COVE MANAGER, LLC
a Florida limited liability company,
its Manager

By: _____
Matthew Rieger, Manager

ATTACHMENT A



HTG

HOUSING TRUST GROUP

A Tradition of Trust

HOUSING TRUST GROUP

HTG (Housing Trust Group) is a fully integrated, award-winning real estate enterprise specializing in the investment, development and management of real estate assets for affordable, workforce, and conventional multi-family residential housing across the Country. HTG is dedicated to providing the best service to our clients and partners and we strive to be dynamic and flexible in order to most effectively deliver the best results.

Since our inception in 1997, HTG and its principals have developed more than 8,000 units of multi-family housing. We have worked closely with local governments in Miami- Dade, Broward, Palm Beach, and throughout Florida to support their housing goals. HTG is committed to its residents and continually works on improving and enhancing its communities. Our goal is to provide families and individuals with a safe, clean and comfortable living environment.

HTG is experienced in partnering with local municipalities and non-profit organizations to provide quality affordable housing and beneficial resident services. Important to our success is our ability to develop unique partnerships with both the private and public sectors.As a result, HTG has become a national leader in providing fully integrated multifamily development services.

We have also participated in community partnerships with CRAs and non-profit organizations in developments like Courtside Apartments in Miami-Dade County and Douglas Gardens V in Broward County. In 2006, HTG built Green Cay Village, the largest mixed-income development in the history of Palm Beach. The 420-unit property includes 160 for-sale condos,160 affordable rental units and 100 for-sale townhomes, all located in Boynton Beach. Green Cay is geared towards firemen, teachers, healthcare workers and other professions vitally important to the community. It currently serves as market-rate, workforce and affordable housing all in one property. This development has been widely acclaimed in the local media and in national publications for its attractive pricing, quality upgrades, and its unique energy-efficient and environmentally friendly features. HTG hopes to spur more developments like this in Florida.

HTG provides unit features that go above and beyond what is customarily seen in the industry to make all of our affordable properties look and function like market-rate developments. HTG understands the high demand for affordable housing and the limited availability of funding sources. In order to provide the quality we have become associated with, the HTG development team is an expert in leveraging funds and adhering to strict budgets and timelines.

FINANCIAL EXPERIENCE & CAPACITY

HTG's experience, track record, and strong relationships with financial partners continually allow us to secure the most competitive terms in the debt and equity markets. With the lack of soft financing available it has become a continued challenge to feasibly structure the necessary sources to develop quality affordable and workforce housing throughout the country and particularly within the State of Florida. Creativity, tenacity, and ingenuity in leveraging all available sources of funding has become a critical component within HTG's success in developing projects of similar scale.

Our team has demonstrated a keen ability to leverage public resources including municipal land and federal and state tax credits to secure additional sources of subsidy. These sources often include Department of Revenue Sales Tax Rebates, FHA-insured mortgages (221(d)(4) and 223(f) loans), Multi-family Mortgage RevenueBonds, Federal Home Loan Bank Grants, Hope VI, ARRA funds (NSP, TCEP, etc.), HOME Investment Partnership loans, Affordable Housing Partnership loan (AHP), State Apartment Incentive Loan program (SAIL), CDBG, TIF, and renewable energy incentives, as well as various other state and local programs.

All funding applications are prepared in-house, as is the financial feasibility analysis to determine the appropriate financial structure for each new development. HTG staff has successfully submitted exemplary Florida HousingLIHTC applications over the last 20 years. This is evident by the number of perfect applications submitted that do not contain deficiencies, guaranteeing our allocation even when challenged by competing developers. Conversely, we are very adept at scouring our competitor's applications for deficiencies that often put our applications in a more competitive position after submission and ranking. HTG has never failed to close on a transaction once they have received an allocation of housing credits. All of our developments have met their placed-in-service deadlines and never fallen out of compliance with governing regulations.

In order to best manage financial risk in our developments, HTG only pursues financing with the most favorable terms from lenders and partners we have experience in working with or from which we can obtain solid references. We are conservative in projecting our income, operating, and development cost. We only hire fully bondable general contractors with solid balance sheets who have a proven track record of bringing developments in on time and on budget. We ensure adequately funded contingencies and reserves to cover unforeseen costs.

HTG PARTNERSHIPS

Housing Trust Group developed a partnership with the nonprofit AM Affordable Housing Inc., an organization founded by former Miami Heat champion and NBA Hall of Famer Alonzo Mourning. In 2016, HTG and AM Affordable Housing completed a years-long partnership to deliver the award-winning Courtside Apartments in downtown Miami's historic Overtown neighborhood. Last year, Valencia Grove II, another collaboration between HTG and AM Affordable Housing located in Eustis, was completed and quickly leased up. In 2022, Oak Valley located in Ocala, FL was also delivered, and under construction are Shoreline Villas in Fort Walton Beach and Tucker Tower located in Miami-Dade County.

A partnership between HTG, Miami-Dade County, and Rainbow Housing Corporation, was formed to work together to develop Father Marquess-Barry Apartments in compliance with Miami-Dade County's Responsible Wages and Benefits for Construction Contracts and HTG worked with the Miami-Dade County Arts in Public Places program to commission original artwork in the Father Marquess-Barry Apartments community.

The Community Redevelopment Agency (CRA) and The Rainbow Housing Corporation are also working with Housing Trust Group for the development of Rainbow Village, a large community development looking to bring 1,316 units to local families and seniors.



HTG PORTFOLIO

In Operations	**40**
Financed with Freddie Mac	**20**
Under Construction	**8**
Pre-Development	**4**
Prospective Developments	**4**



HTG PORTFOLIO

Property	Status	Address	City	State	Zip	County	Units
Veranda Senior	Converted	28355 SW 152nd Avenue	Homestead	Florida	33033	Miami-Dade	99
Pine Run	Converted	4728 Big Ben Lane	Lake Worth	Florida	33463	Palm Beach	63
Village Place	Converted	720 NE 4th Avenue	Ft. Lauderdale	Florida	33304	Broward	112
Whispering Palms	Converted	601 16th Avenue SE	Largo	Florida	33771	Pinellas	63
Courtside Apartments	Converted	1699 NW 4th Avenue	Miami	Florida	33136	Miami-Dade	84
Valencia Grove	Converted	551 Huffstetler Drive	Eustis	Florida	32726	Lake	144
Wagner Creek	Converted	1501 NW 13th Court	Miami	Florida	33125	Miami-Dade	73
Freedom Gardens	Converted	932 Freedom Way	Brooksville	Florida	34601	Hernando	96
Park at Wellington I	Converted	4311 Jordana Way	Holiday	Florida	34691	Pasco	110
Covenant Villas	Converted	601 Covenant Drive	Glade	Florida	33430	Palm Beach	144
Aviva Mesa	Converted	8340 E. Baseline Road	Mesa	Arizona	85209	Arizona	325
Park at Wellington II	Converted	4311 Jordana Way	Holiday	Florida	34691	Pasco	110
Arbor View	Converted	3100 N State Road 7	Margate	Florida	33063	Broward	100
Hammock Ridge I	Converted	8274 Omaha Circle	Hill	Florida	34606	Hernando	104
Princeton Park	Converted	13105 SW 248th Street	Princeton	Florida	33032	Miami-Dade	150
Douglas Gardens	Converted	709 SW 88 Avenue	Pines	Florida	30325	Broward	110
Twin Lakes Estates I	Converted	501 Hartsell Avenue	Lakeland	Florida	33815	Polk	100
Heron Estates Sr	Converted	2014 W. 17th Ct	Riviera Beach	Florida	33404	Palm Beach	101

HTG PORTFOLIO

Hammock Ridge II	Converted	8246 Omaha Circle	Hill	Florida	34606	Hernando	92
The Addison	Converted	702 6th AVE E	Bradenton	Florida	34208	Manatee	90
Freedom Gardens II	Converted	932 Freedom Way	Brooksville	Florida	34601	Hernando	94
Luna Trails	Converted	1705 S Deleon Avenue	Titusville	Florida	32780	Brevard	86
Isles of Pahokee II	Converted	899 Padgett Cir,	Pahokee	Florida	33476	Palm Beach	129
The Palms at Town Center	Converted	470 Bulldog Drive,	Coast	Florida	32164	Flagler	88
Osprey Pointe	Converted	13021 US Highway 301	City	Florida	33525	Pasco	110
Oaks at Lakeside	Converted	5260 34th Street Cir E	Bradenton	Florida	34203	Manatee	96
Village View	Converted	640 N. Andrews Avenue	Fort Lauderdale	Florida	33311	Broward	100
Max's Landing	Converted	8905 SW 169th Court	Miami	Florida	33196	Miami-Dade	76
Twin Lakes Estates II	Converted	501 Hartsell Avenue	Lakeland	Florida	33815	Polk	132
Valencia Grove II	Converted	2751 Dillard Rd.	Eustis	Florida	32726	Lake	110
Lafayette Gardens	Converted	1211 East Lafayette Street	Tallahassee	Florida	32301	Leon	96

HTG PORTFOLIO

Father Marquess Barry	Converted	301 NW 17th Street	Miami	Florida	33136	Miami-Dade	60
Oak Valley	Converted	805 NE 28th Street	Ocala	Florida	34470	Marion	96
Hudson Village	Converted	901 S Federal Hwy.	Hollywood	Florida	33020	Broward	96
Heron Estates Family	Stabilization	2300 W 17th Court	Riviera Beach	Florida	33404	Palm Beach	79
Aviva - Goodyear	Stabilization	4195 N Falcon Drive	Goodyear	Arizona	85395	Arizona	288
Flagler Station	Stabilization	991 Banyan Blvd.	Palm Beach	Florida	33401	Palm Beach	94
Bryce Landing	Stabilization	1914 Bryce Landing Way	Middleburg	Florida	32068	Clay	96
Shoreline Villas	Stabilization	214 Dates Avenue NW	Fort Walton Beach	Florida	32548	Okaloosa	72
Park Ridge	Under Construction	1209 Jacksboro Highway	Lake Worth	Florida	76114	Polk	96
Crescent Place	Under Construction	311 West Rand Road	Arlington Heights	Florida	60004	Cook (IL)	40
Tucker Tower	Under Construction	9940 Hibiscus Street	Perrine	Florida	33157	Miami-Dade	120
Riverview6	Under Construction	813 6thAvenue W	Bradenton	Florida	34205	Manatee	80
Mt. Hermon	Under Construction	750 NW 4th Street	Fort Lauderdale	Florida	33311	Broward	104
Orchid Lake	Under Construction	Michigan Ave and University Ln	Cocoa	Florida	32922	Brevard	90

HTG PORTFOLIO

Astoria on 9th	Under Construction	2228 9th Street W	Bradenton	Florida	34205	Manatee	120
Princeton Grove	Under Construction	475 Aplin Road	Crestview	Florida	32539	Okaloosa	107
University Station	Under Construction	2030 Polk Street	Hollywood	Florida	33020	Broward	216
Hillsboro Landing	Under Construction	3851 Dixie Hwy	Deerfield Beach	Florida	33064	Broward	75

DEVELOPMENT EXPERIENCE







HUDSON VILLAGE
901 S Federal Hwy
Hollywood, Florida 33020

Property Size: 0.87-acres
Property Type: Affordable Family
Community Style: High-Rise
Building Height: 8 stories
Number of Buildings: 1
Number of Units: 96
Funding: 9% tax credits.
Completion Date: April 2022

Hudson Village is located a few blocks from Young Circle and just 1.5 miles East of I-95. The site has direct access to other cities and employment hubs.

Hudson Village is a 96-unit family development consisting of one (1) 8-story high-rise concrete building, 2,232 SF multi-purpose room, fitness center, swimming pool deck with lounging areas, business center with computers and over 110 on-site parking spaces.

Resident Programs include Adult Literacy training, Employment Assistance and Financial Management.

Hudson Village will also have a National Green Building Standards (NGBS) Certification upon completion.

DEVELOPMENT EXPERIENCE







University Station
309 N. 21st Avenue and 2031 Polk St,
Hollywood, Florida 33020

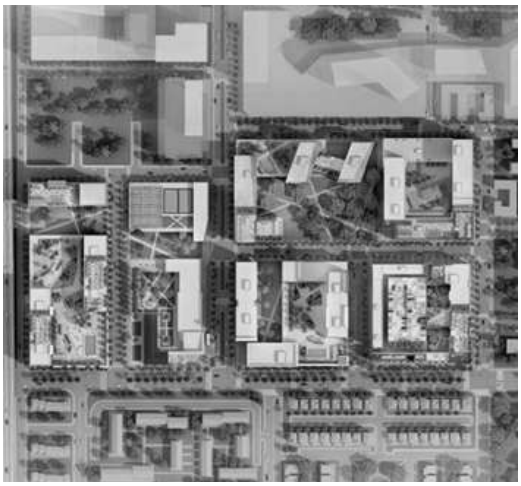
Property Size: 2.5 acres
Property Type: Affordable
Community Style: High-Rise
Building Height: 8 stories
Number of Buildings: 3
Number of Units: 216
Status: Under Construction

University Station is a new multifamily mixed-income and mixed-use apartment community in partnership with the City of Hollywood that will be developed in two phases families located in Hollywood, Broward County, FL. The residential community, which was designed by Corwil Architects incorporates unique TOD mixed-use design elements for the promotion of active-use spaces and the future FEC Commuter Rail Transit Center.

The amenities at University Station will include a state-of-the-art clubhouse, commercial spaces for local businesses, pedestrian-friendly frontage and access throughout, a large pedestrian plaza, a vertical garden, a large-scale pedestrian bridge connecting both residential buildings, intricate landscaping and paver design elements, and an artistic parking garage with rooftop amenities including a resort style swimming pool, a rooftop soccer field and a basketball court.
University Station is being designed to the National Green Building Standards (NGBS) Certification program.

DEVELOPMENT EXPERIENCE









Rainbow Village
2000 NW 3rd Avenue
Miami, Florida 33127

Property Size: 23 acres
Property Type: Affordable, Public Housing
Community Style: Mid-Rise and High-Rise
Building Height: 5 stories and 8 stories
Number of Buildings: 10
Number of Units: 1,316
Funding: TBD (LIHTC & Private Equity)
Status: Funded, in pre-development

Rainbow Village is a proposed new multifamily mixed-income and mixed-use development in partnership with Miami-Dade County that will be developed in various phases under two possible scenarios, Scenarios A and B.

Under Scenario A, HTG proposes to develop the Project Site with 1,014 mixed-income units, including 136 RAD units, subject to the approval of the Project Site rezoning to T-5 under the Miami 21 Zoning Code Successional Zoning process by the City of Miami.

Under Scenario B, HTG proposes to expand the development site by 10.7 acres, which, if realized, may include, (a) an educational component through the redevelopment of the Paul L. Dunbar K-8 Center in partnership with the School Board of Miami-Dade County, Florida; (b) additional mixed-income/market-rate housing through the redevelopment of the 2000 NW 5th Place apartment site in partnership with Mana Wynwood; (c) approximately 70,000+/-square feet of commercial retail and office space; and d) a community center, an early education center, and other community amenities.

DEVELOPMENT EXPERIENCE









Flagler Station
951 Banyan Blvd.
West Palm Beach, Florida 33401

Property Size: 0.76 acres
Property Type: Affordable
Community Style: High-Rise
Building Height: 8 stories
Number of Buildings: 1
Number of Units: 94
Funding: 9% tax credits
Completion Date: February 2023

Flagler Station is a new multifamily mixed-income and mixed-use apartment community for families located in the City of West Palm Beach. The residential community, which was designed by Corwil Architects incorporated unique contemporary design elements that are traditional to the history of the City.

The amenities at Flagler Station include a state-of-the-art clubroom with a full kitchenette, package locker room, media room, linear park, bicycle storage, and rental space, pool table, outdoor lounge and seating, fitness center, yoga studio, resort-style pool, and approx. 2,500 SF of retail.

Resident Programs at Flagler Station include Adult Literacy, Employment Assistance Programs, and Financial Management Programs.

Flagler Station was designed to the National Green Building Standards (NGBS) Certification program.

DEVELOPMENT EXPERIENCE







Max's Landing
8905 SW 169th Court,
Miami, Florida 33196

Property Size: 2.71 acres
Property Type: Affordable
Community Style: Garden-Style
Building Height: 3 stories
Number of Buildings: 1
Number of Units: 76
Funding: 9% tax credits (with Surtax and HOME financing)
Completion Date: March 2020

Max's Landing (f/k/a Paradise Lakes Apartments) is a new multifamily mixed-income and mixed-use apartment community for families located in Unincorporated Miami-Dade County. The residential community, which was designed by Modis Architects incorporated unique design elements that are traditional to the Traditional Neighborhood Development District.

The amenities at Max's Landing include a state-of-the-art clubroom with full kitchenette, package locker room, media room, electric car charging stations, pool table, business center, fitness center, community gardens, and approx. 11,000 SF of ground floor retail.

Resident Programs at Max's Landing include literacy Training, Employment Assistance Programs, and Financial Management Programs.
Max's Landing was designed to the National Green Building Standards (NGBS) Certification program.

DEVELOPMENT EXPERIENCE







Village View
640 N Andrews Avenue
Ft. Lauderdale, Florida 33311

Property Size: 0.94 acres
Property Type: Affordable Elderly
Community Style: High-Rise
Building Height: 7 stories
Number of Buildings: 1
Number of Units: 100
Funding: 9% tax credits
Completion Date: August 2021

Village View is located in a prime location in the City of Fort Lauderdale near multiple market-rate and affordable housing including HTG's owned and operated affordable senior community Village Place, which has been at 100% since opening in 2014.

The development will incorporate contemporary design elements with two built-in trash chutes on the southeast and southwest wings of the building. The building will include state of the art security system for the safety of our residents.

DEVELOPMENT EXPERIENCE









Aviva - Goodyear
4195 N Falcon Drive
Goodyear, Arizona 85395

Property Size: 16 acres
Property Type: Market-rate
Community Style: Garden, concrete
Building Height: 3 stories
Number of Buildings: 12
Number of Units: 288
Funding: HUD 221(d)4
Completion Date: October 2022

Aviva – Goodyear is the second community in HTG's signature Aviva brand, offering eco-friendly, upscale, wellness-oriented apartment communities with unparalleled amenities.

The community has two swimming pools – a 150-foot resort-style swimming pool with a spa, and a second swimming pool with a spa – both surrounded by ultra-chic cabana beds, chaise lounge chairs, fire pits, barbeques and outdoor games. The 10,000-square-foot clubhouse includes a media and game room, a custom billiard table, and co-working spaces with a private conference room. The state-of-the-art-health and wellness fitness center.

The community includes a playground, a basketball and pickleball court, a dog spa and Aviva's own Bark Park – a 140-foot-long dog park with ample room for dogs and their owners to socialize and enjoy the challenging agility course.

DEVELOPMENT EXPERIENCE









Aviva - Mesa
8340 E Baseline Road.
Mesa, Arizona 85209

Property Size: 8.62 acres
Property Type: Market-rate
Community Style: Garden, concrete
Building Height: 3 stories
Number of Buildings: 12
Number of Units: 325
Funding: HUD 221(d)4
Completion Date: August 2018

Aviva is one of the newest luxury apartment communities in the growing East Valley that brings green living to the suburbs. At Aviva, you have a contemporary, urban lifestyle with open floor plans, modern apartments and unparalleled common-area amenities. The development involves HUD Approvals in every stage of the development, as it was financed through a 221(d)4loan for market-rate development. This involves as much compliance and experience as HUD's low-income programs.

Aviva has one of the largest resort-style pools in the metro area with outdoor jacuzzis, spas, fire pits, cabanas and premium kitchen grills,a state-of-the-art health and wellness center with TRX suspension equipment and spinning studio,a media and game room with a lounge and billiards, co-working spaces and conference room, a basketball court, a jogging path with fitness stations, plus a dog park and children's playground.

MEET THE TEAM



MATTHEW RIEGER
President & CEO



JORDAN TOLMAN
Chief Operations Officer



MARIO ROBAINA
Chief Financial Officer



BERT DEL VALLE
EVP of Construction



RODRIGO PAREDES
EVP of Development

RESUMES OF KEY PERSONNEL

Matthew Rieger, President and CEO

Matthew Rieger is Manager, President and CEO of HTG, an award-winning, full-service developer of multifamily residential communities whose real estate transactions have exceeded $2 billion in commercial, land and residential developments across Florida, the Southeastern U.S., and Arizona. Prior to joining HTG, Matthew served as an attorney at a large law firm, where he was involved in over $1 billion worth of transactions including acquisitions, development, re-financings, and joint ventures in the United States and abroad. As Manager, President and CEO of HTG since 2011, Matthew has focused on expanding HTG's capacity and development pipeline, bringing greater awareness to the issue of affordable and workforce housing and working alongside industry leaders, public officials and legislators to shape policy that benefits working-class communities and families. Matthew is a native of Miami and is a third-generation Floridian. He is a member of the Florida bar Association and American Bar Association and earned his Juris Doctorate from Nova Southeastern University. Matthew also holds a Bachelor of Arts degree in Geography from the University of Florida.

Jordan Tolman, Chief Operating Officer

Jordan Tolman is the Chief Operating Officer of Housing Trust Group ("HTG") an award-winning vertically integrated developer of affordable housing across the country. Jordan is responsible for overseeing the overall business operations and strategy for the growth and success of HTG. Jordan oversees Construction, Management, Operations and Development at HTG. He is resultsdriven, and cultivates teamwork in all aspects of the business. Prior to joining HTG, Jordan acted as a Principal of a real estate development company headquartered in New York City. Before that, Jordan was a partner of two law firms where he represented numerous clients in diverse legal areas such as: drafting and negotiation of construction contracts and consulting agreements, commercial and residential leasing, and building management. Jordan represented developers, owners, and management companies in all facets of the development cycle. Jordan is a graduate of the University of Pennsylvania, where he earned a bachelor's degree, and The Benjamin N. Cardozo School of Law where he earned a Juris Doctor degree (J.D.).

RESUMES OF KEY PERSONNEL

Mario Robaina, Chief Financial Officer

Mario Robaina has over 25 years of experience in Finance in Real Estate, Investment Banking and Private Equity focused primarily on structured and project-based finance. At HTG Mr. Robaina is responsible for accounting, budgeting and forecasting, strategic planning, cash management and asset management for the entire HTG enterprise. Joining HTG in 2015 as EVP of Development Finance, he was primarily responsible for structuring, modeling, underwriting, negotiating and closing of a variety of multi-family 9% and 4% LIHTC developments. In addition, he has been involved as the Asset Manager of a portion of HTG's Operating Portfolio. Prior to joining HTG, he closed over $1 billion in all manner of new construction, redevelopment and refinancing real estate transactions including condominium, market-rate rental, LIHTC rental, commercial, office and industrial developments. Mr. Robaina received his Bachelor of Science in Industrial Engineering from Stanford University and holds an MBA from the University of Miami focusing on Finance and Management.

Bert Del Valle, EVP of Construction

General Contractor with over twenty-five years of experience in both residential and commercial/industrial construction. Responsible for over $200 million dollars in development and construction projects. Proficient in scheduling, coordinating, and team building, through all facets of construction from land acquisition/development to obtaining the Certificate of Occupancy. Bert holds a Bachelor's degree in Finance from Florida International University, as well as a General Contractors License, Master Plumbing License, and Real Estate Broker's License in the state of Florida.

RESUMES OF KEY PERSONNEL

Rodrigo Paredes, SVP of Development

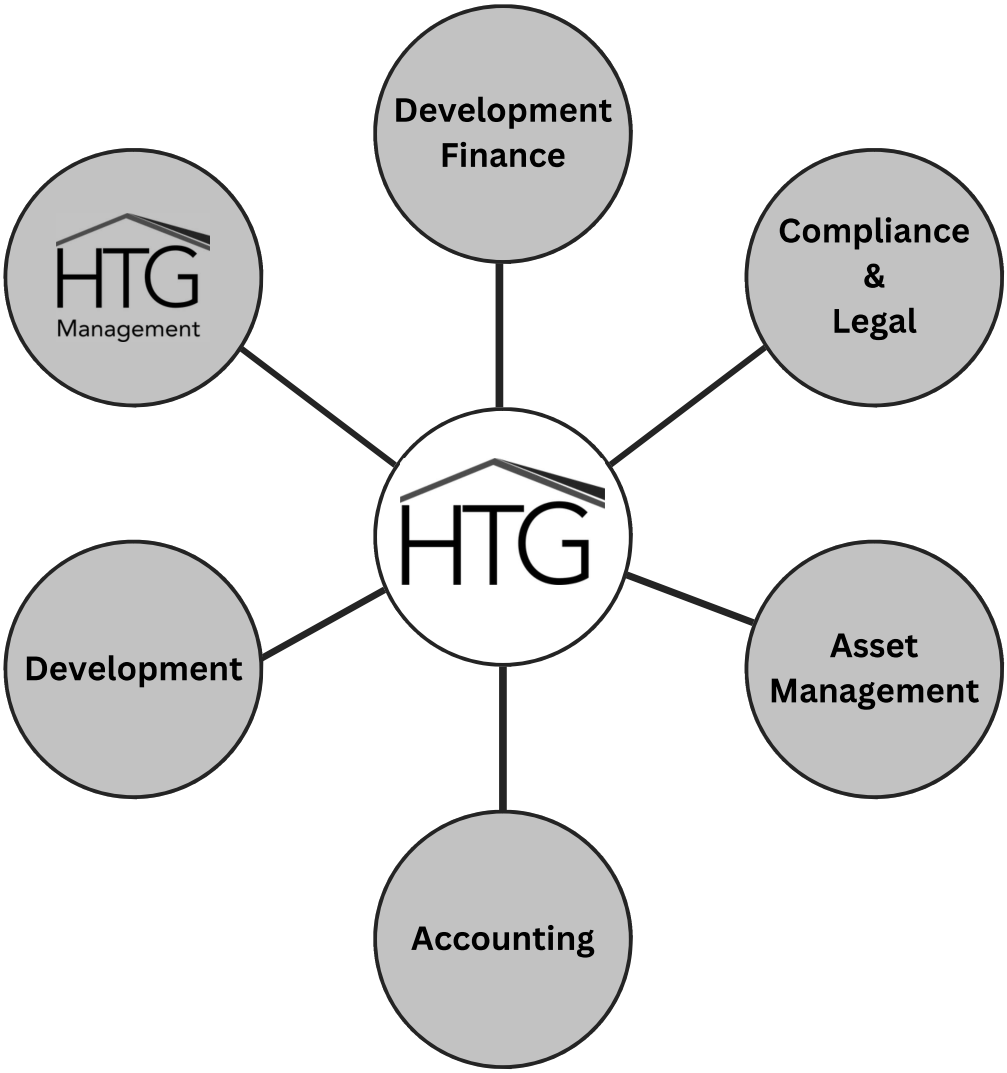
Rodrigo brings over 20 years of experience in developing affordable housing developments in Florida and Venezuela, where he was involved in the development of more than 5,000 affordable dwelling units, including a homeless housing community for orphaned children. Rodrigo has been involved in site identification, contract negotiation, financial underwriting, project management, design oversight, and structuring of debt and equity for over 2,000 affordable housing units. Rodrigo has been successful in financing developments with state and local Bonds, Low-Income Housing Tax Credits, Florida's State Apartments Incentive Loan, FHLB's AHP program, private, HUD and Freddie Mac financing, project-based Section 8 vouchers and other state and local funds. Rodrigo holds an L.L.M. in Real Property Development from the University of Miami. He is also an attorney, a graduate of UCAB and a member of the Venezuelan Bar Association.

Jorge Livermore, SVP of Asset Management

Jorge Livermore, our Senior Vice President of Asset Management at HTG, boasts over 20 years of expertise in residential and multifamily real estate investment and management. With a proven track record of capital raising, investor reporting and successfully overseeing a portfolio exceeding $750 million of assets. Also, bringing in experience of Portfolio Manager for 4 institutionally funded multifamily portfolios with over 3,000 residential and 60 retail units totaling $1BN in gross value. Jorge excels in creating comprehensive asset business plans, underwriting, and developing long-term asset strategies. He effectively manages over 6,500 units spanning workforce, senior, multi-family, and market-rate housing.

Jorge effectively communicates with external parties, including investors, syndicators, and owners. He collaborates with the CFO on refinances, regulatory agreements, and year 15 analyses, making strategic recommendations. Jorge monitors operating deficit guarantees, LP status, cash and re-serve positions, balance sheet items, and cash flow waterfall opportunities. He conducts high-level reviews of property financials and performance indicators, compares income and expense per unit costs, partners with the EVP on national contracts, management agreements, and capital expendi-tures, reviews and approves annual property audits and budgets, and manages the portfolio watch-list based on pre-determined criteria. Jorge holds a Bachelor of Arts in Economics and Philosophy from Columbia University in New York.

DEPARTMENT MAP







CONTACT US

www.htgf.com

305.860.8188

HTG

Housing Trust Group, LLC ("HTG") is an award-winning full-service and vertically integrated development, management and construction company employing approximately 150 people in Florida. HTG has developed over 6,000 units in over 30 communities with countless development partners. Since 1999, HTG Management, LLC ("HTGM"), previously working under the name of Housing Trust Management Group, has developed extensive experience and capacity in operating and managing affordable housing development communities. HTGM currently has over 90 full-time employees and growing within the organizational structure of the company.

This includes fourteen corporate employees and eighty -five site level employees. Over the past 20 years, HTGM has managed over 40 multi-family residential communities in the state of Florida. HTGM currently oversees a portfolio of 25 properties, consisting of 2,812 units, which is growing with multiple properties under construction to be delivered by HTG and added to HTGM's portfolio in the next 1-2 years.



HTGM has extensive experience managing multi-rental subsidy programs within a single community along with its ongoing operations. HTGM currently manages mixed-income communities with Low Income Housing Tax Credits, SAIL, ELI, local subsidies such as SURTAX, HOME and SHIP funds, HAP Agreements with HUD, local CRA subsidy and PHA Rental Vouchers.



HTGM prides itself on hiring extremely qualified staff with numerous years of experience in property management and prior work history at multiple properties. In most cases, maintenance personnel lives within the community they work in, ensuring that all maintenance related events are handled in a timely manner.



HTGM is a leader in the multi- family industry with community focused housing, and extensive experience with 4% and 9% low income housing credits. With decades of exceptional experience and a talented team we take pride in our assets as we have a diverse portfolio that includes market rate, new construction, affordable, and mixed-use communities. We focus on maximizing revenues, reducing cost, and providing top of the line customer service to our residents. We take pride in our community, ensuring the grounds are kept compliant and all systems are always in working order. At the site visits, staff will review reports with the property manager and maintenance supervisor, walk the property and conduct physical inspections. Special attention is given to preventative maintenance, as HTGM works in tandem with development and construction to also select specific appliances, materials and obtain warranties for better quality features within the community.

HTG
Management

The following is a list of the type of Accounting Services that are provided to our clients:

- Preparation of Annual Budgets, which is generally based on prior operating expenditures, estimated future expenses and required capital replacement reserves.
- Maintain a comprehensive system of records, books, and accounts, including computerized systems in a manner satisfactory to the Owner. All records, books and accounts shall be subject to examination at reasonable hours by any authorized representative of the Owner.
- Prepare a monthly report in form satisfactory to Owner, containing and including at least the following: (i) a statement of income and expenses and accounts receivable and payable for the preceding month, including an itemized list of all delinquent rents. Manager agrees to provide Owner with the following reports: (i) financial monthly operating statements; and (ii) monthly account analysis/cash disbursements journal; (iii) upon request by Owner, a reconciliation narrative of any unusual actions taken, or emergencies responded to, and a full report of any accidents, claims, and potential claims, for the previous month. Manager shall submit each such report to Owner on or before the twentieth (20th) day of each month.
- Furnish such additional information (including monthly occupancy reports) as may be requested from time to time by Owner with respect to the renting and financial, physical, or operational condition of the Property.
- Prepare, execute, and file all forms, reports, and returns required by law in connection with the employment of personnel, unemployment insurance, workman's compensation insurance, disability benefits, Social Security, and other similar insurance, and all other benefits or taxes now in effect or hereafter imposed.
- Maintain tenant files containing copies of leases, certification forms, notices, and other documentation as required and to the extent applicable.
- Prepare and obtain appropriate signatures, for checks
- Maintain banking accounts in the name of the Owner.
- Implement collection policies, ensure the collection of the delinquent rent
- Processing non-paying accounts to the attorney
- Cash position of the Properties and providing them to any Owner at their request
- Provide access to Certified public accountants

HTG Management is deeply committed to providing the highest quality of affordable housing throughout the state. Our goal, since the beginning, has been to provide individuals, families, and senior citizens with the finest communities which they can truly call their “Home”.

HTG PROJECTS

AFFORDABLE

Arbor View, Margate, FL



Arbor View is a 100-unit new construction senior community consisting of a Mid-Rise Apartment building of 5-6 stories. Located within the city of Margate, Broward County on State Road 7, the unit mix will consist of sixty-four (64) 1bed/1bath units, and thirty-six (36) 2bed/2bath units. The community offers a resort style swimming pool, media center and community room, dog park, shuffleboard courts, fitness center and many other amenities for our residents. Arbor View offers bingo, paint and sip, cooking classes with the YMCA and ice cream socials to their residents. The development is a 9% tax credit deal.

Courtside Apartments, Miami, FL



Courtside Family Apartments is in Miami’s Overtown district in the Southeast Overtown Park West (SEOPW) CRA, and on the grounds of the County owned Culmer Neighborhood Center. This is a new construction, 6 story midrise development with 84 affordable apartments, (10) 1-bedrooms, (53) 2-bedrooms and (21) 3-bedrooms. The community aims to create a pedestrian friendly environment on the grounds of the Culmer Center and serve as a catalyst for future development in the area, and provide residents with access to governmental services, small business opportunities, and shopping. Some amenities include state of the art theater/media room, basketball court, covered outdoor BBQ area, fitness center, computer lab, and library. The community offers a July 4th party, Halloween party, Turkey party in November, free health checks and movie nights for its residents. This community is a 4% tax credits with Miami-Dade HFA Bonds as well as Surtax.

Covenant Villas, Belle Glade, FL



Covenant Villas consits of 144 affordable rental apartments compromised of 18, 2-story buildings with (16) 1-bedrooms, (79) 2-bedrooms and (49) 3-bedrooms. The property includes a 3,500sqft structure containing administrative leasing/ maintenance functions and day care center. The work scope entailed a substantial rehabilitation to all the apartments to meet all local code requirements as well as Florida Housing Finance Corporation guidelines. Covenant Villas has an amenities package that includes, energy efficient apartments containing ecofriendly flooring, programmable thermostats, energy star rated windows and appliances. Additionally, residents will have access to a “state of the art” washing center within the complex. On a monthly basis the community offers literacy trainings, budget workshops, credit counseling and health and wellness trainings for its residents. The development is a 9% tax credit property and accepts project-based vouchers.

Douglas Gardens V, Pembroke Pines, FL



Douglas Gardens V is a new construction that consists of 110 units, (65) 1-bedroom's and (45) 2-bedroom's for seniors 62 and over. The community already includes 3 previous phases of development with 221 existing units. Douglas Gardens V features a computer lab and media room. Resident programs such as health and wellness, meal programs, extracurricular activities will be provided and is a controlled access building. Douglas Gardens V offers a potluck party as well as a birthday parties, bingo, movie night and ice cream social to its residents. This development is a 4% tax credit with MMRB (Multifamily Mortgage Revenue Bonds), SAIL, and ELI.

Freedom Gardens, Brooksville, FL



Located in Brooksville, home to historic buildings and famous governor residences, Freedom Gardens, a brand new multifamily affordable community, will serve as an Avant catalyst for future business developments and opportunities. As a garden-style resort community, Freedom Gardens consists of 96 high quality affordable apartments, with (28) 1-bedrooms, (36) 2-bedrooms and (32) 3-bedroom floorplans. Amenities at Freedom Gardens will include a Pet Park, a jogging path with fitness stations, a 1,200sf pool and a 4,806sf Clubhouse with a cybercafé, laundry facilities, exercise room, after school care and central community gathering area. The community offers literacy games weekly, employment recruiting with resume assistance and interview prep for its residents. Phase I is a 9% LIHTC development.

Freedom Gardens II, Brooksville, FL



Following the success of its first phase, Freedom Gardens II brings an additional 94 units to Brooksville, FL. This community consists of (32 1-bedrooms, (28) 2-bedrooms and (34) 3-bedrroms. The first phase amenities were designed to accommodate the phase II residents, and therefore will enjoy an extra-size clubhouse, pool, playground, common-laundry and a jogging path locked on Revere Road. The new units will enjoy an enviable energy efficiency standard, thanks to its high green building features and gas appliances. The community offers literacy games weekly, employment recruiting with resume assistance and interview prep for its residents. Freedom Gardens II is a 4% LIHTC development.

Hammock Ridge, Spring Hill, FL



The Hammock Ridge community is in Spring Hill, FL and consists of 104-units new construction with (12) 1-bedrooms, (60) 2-bedrooms and (32) 3-bedroom floor plans. Hammock Ridge community includes a stand-alone clubhouse with exceptional amenities including a fully equipped fitness center, open concept gathering room, kid's playtime room, computer lab, and media/gaming station. The landscaped grounds provide a playground and resort-style pool with a pergola and BBQ station for all residents. Hammock Ridge offers ice cream socials, coffee socials and game days to its residents. This development was funded with 9% tax credits and SunTrust permanent loan.

Hammock Ridge II, Spring Hill, FL



Hammock Ridge II is a new 4-story 92-unit development with elevators. Hammock Ridge II floor plans consist of (48) 1-bedrooms and (44) 2-bedrooms. The development will be for low income residents and at least one resident shall be a senior age of 55 years or older. Construction commenced in the beginning of 2018 and will was completed around May 2019. Amenities will include a communal lobby and fully furnished gathering area with multiple activity areas throughout and is certified under the National Green Building Standards Certification. This community offers grime watch meetings, craft days and bingo to its residents. Hammock Ridge II is a 9% tax credit development.

Heron Estates Sr, Riviera Beach, FL



Heron Estates Sr. will consist of three stories with 101 units, (81) 1-bedrooms and (20) 2 bedrooms for seniors. Heron Estates Sr. will have an amenity package that will include energy efficient apartments with eco-friendly flooring, programmable thermostats and energy star rated windows and appliances. Additionally, tenants will have access to literacy training, daily activities and assistance with light housekeeping, grocery shopping and/or laundry programs. Heron Estates is a 4% tax credit with Palm Beach County Bonds, SAIL and ELI.

Isles of Pahokee II, Pahokee, FL



Isles of Pahokee II is a rehabilitation community with 129-units consisting of (78) 1-bedrooms, (39) 2-bedrooms and (12) 3 bedrooms. The apartments will have open floor plans stocked with full-size energy star appliances and green design features. This community will have a resident communal space with a community center and is a 9% tax credit development.

Luna Trails, Titusville, FL



Luna Trails is a Senior community with 86 affordable units, (69) 1-bedrooms, (5) 2-bedrooms and (12) 3-bedroom floor plans. The amenity package will include energy efficient apartment's, programmable thermostats and energy star rated windows and appliances. Additionally, tenants will have access to literacy training, daily activities and assistance with light housekeeping, grocery shopping and laundry programs. This community is 9% tax credits.

Malibu Bay, West Palm Beach, FL



Malibu Bay was completed in late 2004 and is a 264-unit rental community located in West Palm Beach, Florida, one block off Palm Beach Lakes Boulevard, across the street from Palm Beach Lakes Mall and adjoining City Side, a luxury WCI Community. The community consists of 11 three-story garden style residential buildings that consist of (48) 1-bedroom's, (108) 2-bedroom's and (108) 3 bedroom's and a clubhouse located on a 13-acre waterfront site. The community provides crime watch meetings, health and nutrition classes, and different activities during the holidays to its residents. Malibu Bay is a 4% tax credits, SHIP, City of WPB HOME, MMA Financial and HUD 223(f) development.

Oaks at Lakeside, Bradenton, FL



Oaks at Lakeside is located just North of Sarasota with the Gulf of Mexico just 15 minutes West. This community is a 96-unit development for Families, (36) 1-bedrooms, (24) 2-bedrooms and (36) 3-bedrooms, all comprised in 4 garden-style wood frame buildings, a grand clubhouse with a fitness and media center, gated dog park, an onsite adventure playground, and swimming pool. The apartments consist of open floor plans with washer/dryer hook-ups in every unit as well as energy star appliances. This development is a 9% tax credit community.

Osprey Pointe, Dade City, FL



Osprey Pointe will consist of 110 units for Families split amongst five 3 story garden style wood frame buildings with (18) 1-bedrooms, (62) 2-bedrooms and (30) 3-bedroom apartments. Amenities offered at this community will include a resort style pool, clubhouse with media area, fitness center, computer room, storage room, and a covered seating/picnic area outside. This community is a 4% tax credit, SAIL, ELI and has a Pasco County Contribution.

Palms at Town Center, Palm Coast, FL



The Palms at Town Center is an 88-unit development for Families with (30) 1-bedroom, (50) 2-bedroom and (8) 3-bedroom floorplans spread across 3 garden style wood frame buildings. This community will offer a clubhouse with resort style pool, playground, and a sports court for its residents. This development is 4% tax credits, Workforce and SAIL.

Palm Park Apartments, Boynton Beach, FL



Palm Park Apartments is in the west Boynton Beach/Delray Beach area on approximately 30 acres at the northwest corner of Jog Road and Flavor Pict Road in Palm Beach County, Florida. Built in 2006, Palm Park consists of 160 units of which (16) 1-bedroom, (84) 2-bedrooms and (60) 3-bedroom floorplan. The development has been widely acclaimed in the local media and various national publications for its attractive pricing, quality upgrades, and its unique energy efficient and environmentally friendly features. This community offers monthly resident activities of ice cream socials, meet and greet your neighbor's pizza party and breakfast on the go. Palm Park has Palm Beach HFA Bonds, FHFC, SAIL, Palm Beach SHIP and MMA funding.

Park at Wellington I, Holiday, FL



Park at Wellington consists of 110 units, (18) 1-bedroom's, (62) 2-bedroom's, (30) 3-bedroom's and is a multiphase housing community for families in Pasco County, FL. The community is uniquely located approximately 30 miles northwest of Tampa along US Highway 19, a major commercial corridor. Park at Wellington will be built in two phases, Phase I is a garden style development with 110 units. Construction began in July 2016 and HTG will delivered the first units for occupancy in March 2017. The community offers pizza parties, family fun day and movie nights for its residents. Park at Wellington I is a 9% tax credit development.

Park at Wellington II, Holiday, FL



Park at Wellington II began construction in November of 2016 and consists of 110 units, with a breakdown of (18) 1-bedroom's, (62) 2- bedroom's and (30) 3-bedrooms', all packed into a 4-story elevator building that will be ready for occupancy within 12 months of construction commencement. This community gets its architectural design inspiration from two principal sources: Traditional Florida Vernacular and Wrightian Prairie Style. The centerpiece of the community is its fully loaded clubhouse featuring a cybercafé, resort-style pool, fitness center, children's learning and play center, gathering/media area, and laundry facility. The community offers pizza parties, family fun day, movie nights and crime prevention night for its residents. Park at Wellington II is a 4% tax credit MMRB Bonds and SAIL development.

Pine Run Villas, Lake Worth, FL



Pine Run Villas is a unique affordable townhome development in the heart of Palm Beach County. All 63 units at Pine Run Villas have either 3 or 4 bedrooms and each has an attached garage, making this an ideal home for a large family. Pine Run Villas is a shining example of luxury affordable housing in Palm Beach County. Amenities at Pine Run include a community center/clubhouse, swimming pool, 1/2 basketball court, and tot lot. This community is a 4% tax credit and Palm Beach HFA Bonds, Palm Beach County NSP and HOME.

Princeton Park, Homestead, FL



Princeton Park consist of 150 units, (18) 1-bedrooms, (96) 2-bedrooms and (36) 3-bedrooms spread across 4 three story residential buildings and 1 clubhouse. The state-of-the-art clubhouse includes a fitness center, a large multi-purpose community room, designated workstations, and a supreme swimming pool that lies just feet away. The units will feature open floor plans that include granite countertops, vinyl tile flooring, and full range energy star appliances. Princeton Park will serve working families that qualify as low-income households. Princeton Park provides residents with literacy training, family support coordinators, and employment assistance programs. This community is a 9% tax credit development.

The Addison, Bradenton, FL



The Addison is a 90-unit new construction family development consisting of a Mid-Rise Apartment building of 5 stories. The community will offer a resort style swimming pool, media center community room, dog park, playground, fitness center and many other amenities for our residents. There will also be a 600 sqft. retail space as part of the overall development. This community will consist of (25) 1-bedrooms, (52) 2-bedrooms, and (13) 3-bedrooms. The Addison offers weekly literacy training and quarterly employment assistance and financial management to its residents. The development was funded under RFA 2017-102 as a 9% tax credit deal in conjunction with a SAIL loan and CDBG (Community Development Block Grant).

Valencia Grove, Eustis, FL



Valencia Grove is a 144-unit affordable multifamily development located in Lake County, FL. The community features six (6) 3-story garden-style residential buildings with (24) 1-bedroom, (96) 2-bedroom and (24) 3-bedroom floor plans, along with a Grand Clubhouse which will provide its residents access to a cybercafé room, laundry facility, an exercise room and a pool. Other onsite amenities include a playground, sand volleyball court, car care center, pet park and sports field. This community offers literacy training, employment assistance, health and nutrition classes and community activity events for its residents. This community is a 4% tax credit with bonds, SAIL, ELI and a grant with the City of Eustis.

Veranda Senior, Homestead, FL



Completed in 2012, situated Miami-Dade County, this community of 99 units, (69) 1-bedroom and (30) 2-bedroom floor plans, focuses on the senior demographic. Veranda features a clubhouse, pool, fitness center and library among other amenities. Veranda Senior features energy efficient appliances and other sustainable components. The response to Veranda Senior Apartments has been overwhelming positive, as we were 100% occupied at grand opening. Veranda Senior offers financial literacy class, ESL as a second language class and the YMCA comes to teach different medical classes to their residents. This community is 4% tax credits with FHFC MMRB Bonds, TCEP and Surtax.

Village Place, Fort Lauderdale, FL



Village Place Apartments, 112 units in a 6-story mid-rise with (82) 1-bedrooms, (29) 2-bedroom (1) 3-bedroom apartments and townhomes in the heart of downtown Ft. Lauderdale, near Las Olas. The property is situated on the corner of NE 4th Avenue and NE 7th Street, two blocks West of Federal Highway. Amenities include clubhouse, fitness center, library, courtyard, rooftop pool, and private garage parking. Village Place offers bingo twice a month, holiday celebrations and meet and greets for its residents. This community is a 9% tax credit development.

Wagner Creek, Miami, FL



Wagner Creek's 73 units, (9) 1-bedrooms, (56) 2-bedrooms and (8) 3-bedroom floor plans that feature in-home washers and dryers and/or hook-ups, fully equipped full-size kitchens with energy efficient stoves, refrigerators, garbage disposals and dishwashers. The carefully selected features and amenities of the Wagner Creek Apartments will make the perfect living environment for residents looking to live in the Hospital District. At Wagner Creek, we strive to make you feel at home by providing arts and crafts, movie nights, literacy training and financial training activities to its residents. This community is 9% tax credit and has City of Miami HOME.

Whispering Palms, Largo, FL



Whispering Palms located at 601 16th Avenue SE, just east of Seminole Boulevard in Largo consists of 63 units. The community has (40) 2-bedrooms, (15) 3-bedrooms 2.5 bath and (8) 3-bedrooms 2 bath townhome and garden-style apartments surrounded by lush landscaping within a quiet setting but near a multitude of amenities, including local shopping and schools. The families of Whispering Palms will enjoy an array of community amenities including a multipurpose clubhouse, pool, fitness center, playground, and computer lab. Construction was completed November 2015 with a successful lease up of 100% occupancy by December 2015. The community provides quarterly employment assistance programs, literacy training weekly and after school program care Monday's thru Friday during school months to its residents. Whispering Palms is a 9% tax credit community.

COMING SOON

Father Marquess-Barry, Miami, FL



Father Marquess-Barry is a 60-unit development for Seniors consisting of (48) 1-bedrom and (12) 2-bedroom floorplans all located within a garden-style concrete building. This community will offer a multi-purpose room available to residents for events and activities, fitness center with on-grade parking, library, bike storage and community garden. This community is 9% tax credits.

Heron Estates Family, Riviera Beach, FL



Heron Estates Family is a 2-story, 79-unit townhouse development that will complete phase I Heron Estates Senior. This community will consist of (19) 1-bedroom, (40) 2-bedroom and (20) 3-bedroom units. The clubhouse will include a fitness center, computer/business center, playground, pool, dog park, multipurpose sports court, and an outdoor grill and lounge seating area. Heron Estates Family will be certified under the National Green Building Standards and is anticipated to commence construction in March 2020. This community is 4% tax credits and bonds, SAIL and ELI.

Paradise Lakes Apartments, West Kendall, FL



Paradise Lakes is a 3 story 76-unit development consisting of (56) 1-bedrooms and (20) 2-bedrooms. The new Garden Style community will feature approximately 15,000 square foot retail space on the 1st floor with the residential dwellings located on the 2nd and 3rd floors. A portion of the retail space will be dedicated to features found commonly found in a Clubhouse such as a fitness center, community room with games and lounge seating, computer/business center. This development is a 9% tax credit community.

Twin Lakes II, Lakeland, FL



Twin Lakes II is the second phase of a three planned phase construction that consists of 132 apartments for Families with (22) 1-bedroom, (62) 2-bedroom and (48) 3-bedroom floor plans. Residents of Twin Lakes II will have access to amenities like a swimming pool, landscaped walking paths, fully equipped clubhouse with a computer room, TV room, fitness center and community kitchen and sports courts. This development is 4% tax credit with MMRB Bonds, SAIL and ELI.

Valencia Grove II, Eustis, FL



Valencia Grove II is a 110-unit development for Seniors consisting of (76) 1-bedroom and (34) 2-bedroom floor plains all located in 1 garden style wood building that will complement the first phase that has 144 units. Amenities that are included in this phase is a fitness center and a multi-purpose room available to residents for wedding and other activities, and on-grade parking. This development is 4% tax credit with bonds, SAIL and ELI.

Village View, Fort Lauderdale, FL



Village View is a 100-unit development for Seniors with (68) 1-bedrooms and (32) 2-bedroom apartments. Village View is a National Certified Green building that includes a community and business center for its residents, and a resort style swimming pool. This development is 9% tax credit.

Lafayette Gardens, Tallahassee, FL



Lafayette Gardens is a 96-unit (60) 1 bedrooms and (18) 2 bedrooms (18) 3 bedrooms multi-family garden style development. Lafayette is a National Certified Green Building. This new development will feature a state-of-the-art clubhouse with amazing architectural designs, swimming pool, satellite TV service to each resident and a fitness center.

Hudson Village, Hollywood, FL



Hudson Village is a 96-unit multi family development in Broward County, FL (53) 1- bedrooms and (43) 2-bedrooms. It is a 7-story high rise building that will include a swimming pool, fitness center, bike storage, business center and amazon parcel room. This development is 9 % tax credit.

Oak Valley, Ocala, FL



Oak Valley is a 96-unit multi family development in Marion County, FL. Consiting of (66) 1- bedrooms and (30) 2- bedrooms this asset will include a fitness center, swimming pool, picnic pavilion, media room with catering and shuffleboard court. This development is 9 % tax credit..

RANDY RIEGER – CHAIRMAN AND PRINCIPAL



Randy Rieger is the Founder, Chairman and a Principal of Housing Trust Group, a multi-faceted real estate development company that develops, owns, and manages properties throughout the Southeastern United States and Arizona. Housing Trust Group and its related entities specialize in the development of multi-family rental communities, affordable multi-family rentals, multi-family student housing communities, commercial developments and multi-family housing sales. The company has developed, acquired, owned and managed several thousand units nationwide and is headquartered in Miami, Florida.

Prior to forming Housing Trust Group, for some 25 years, Mr. Rieger served as Vice President, then as Managing General Partner, of Royal Palm Beach Colony, L.P. The company was a large publicly held real estate development company listed on the American Stock Exchange and was actively involved in the development of numerous large-scale communities throughout the State of Florida.

Mr. Rieger is a lifelong resident of South Florida and has a Bachelor's degree from the University of Florida

MATTHEW RIEGER, ESQ. – PRESIDENT AND CEO



Matthew Rieger serves as the President, CEO and Principal of Housing Trust Group and is responsible for the day-to-day activities of the Company. Mr. Rieger began his tenure with Housing Trust Group as the Company's General Counsel in 2004.

Prior to joining Housing Trust Group, Mr. Rieger was an associate with a large law firm. During his tenure practicing law, Mr. Rieger was involved in over $1 Billion worth of real estate and corporate transactions including acquisitions, development, re-financings, and joint ventures in the U.S and abroad.

Mr. Rieger was born in the City of Miami and is a third-generation Floridian. He is a member of the Florida Bar Association and American Bar Association and earned his Juris Doctorate from Nova Southeastern University. Mr. Rieger also holds a Bachelor of Arts degree in Geography from the University of Florida.



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Mario Robaina has over 25 years of experience in Finance in Real Estate, Investment Banking and Private Equity focused primarily on structured and project-based finance. At HTG Mr. Robaina is responsible for accounting, budgeting, and forecasting, strategic planning, cash management and asset management for the entire HTG enterprise. Joining HTG in 2015 as EVP of Development Finance, he was primarily responsible for structuring, modeling, underwriting, negotiating, and closing of a variety of multi-family 9% and 4% LIHTC developments. In addition, he has been involved as the Asset Manager of a portion of HTG's Operating Portfolio. Prior to joining HTG, he closed over $1 billion in all manner of new construction, redevelopment and refinancing real estate transactions including condominium, market-rate rental, LIHTC rental, commercial, office and industrial developments. Mr. Robaina received his Bachelor of Science in Industrial Engineering from Stanford University and holds an MBA from the University of Miami focusing on Finance and Management.

ATTACHMENT B

Housing Trust Group, LLC ("HTG") is an award-winning full-service and vertically integrated development, management and construction company employing approximately 150 people in Florida. HTG has developed over 6,000 units in over 30 communities with countless development partners. Since 1999, HTG Management, LLC ("HTGM"), previously working under the name of Housing Trust Management Group, has developed extensive experience and capacity in operating and managing affordable housing development communities. HTGM currently has over 90 full-time employees and growing within the organizational structure of the company.

This includes fourteen corporate employees and eighty -five site level employees. Over the past 20 years, HTGM has managed over 40 multi-family residential communities in the state of Florida. HTGM currently oversees a portfolio of 25 properties, consisting of 2,812 units, which is growing with multiple properties under construction to be delivered by HTG and added to HTGM's portfolio in the next 1-2 years.



HTGM has extensive experience managing multi-rental subsidy programs within a single community along with its ongoing operations. HTGM currently manages mixed-income communities with Low Income Housing Tax Credits, SAIL, ELI, local subsidies such as SURTAX, HOME and SHIP funds, HAP Agreements with HUD, local CRA subsidy and PHA Rental Vouchers.



HTGM prides itself on hiring extremely qualified staff with numerous years of experience in property management and prior work history at multiple properties. In most cases, maintenance personnel lives within the community they work in, ensuring that all maintenance related events are handled in a timely manner.



HTGM is a leader in the multi- family industry with community focused housing, and extensive experience with 4% and 9% low income housing credits. With decades of exceptional experience and a talented team we take pride in our assets as we have a diverse portfolio that includes market rate, new construction, affordable, and mixed-use communities. We focus on maximizing revenues, reducing cost, and providing top of the line customer service to our residents. We take pride in our community, ensuring the grounds are kept compliant and all systems are always in working order. At the site visits, staff will review reports with the property manager and maintenance supervisor, walk the property and conduct physical inspections. Special attention is given to preventative maintenance, as HTGM works in tandem with development and construction to also select specific appliances, materials and obtain warranties for better quality features within the community.

HTG
Management

The following is a list of the type of Accounting Services that are provided to our clients:

- Preparation of Annual Budgets, which is generally based on prior operating expenditures, estimated future expenses and required capital replacement reserves.
- Maintain a comprehensive system of records, books, and accounts, including computerized systems in a manner satisfactory to the Owner. All records, books and accounts shall be subject to examination at reasonable hours by any authorized representative of the Owner.
- Prepare a monthly report in form satisfactory to Owner, containing and including at least the following: (i) a statement of income and expenses and accounts receivable and payable for the preceding month, including an itemized list of all delinquent rents. Manager agrees to provide Owner with the following reports: (i) financial monthly operating statements; and (ii) monthly account analysis/cash disbursements journal; (iii) upon request by Owner, a reconciliation narrative of any unusual actions taken, or emergencies responded to, and a full report of any accidents, claims, and potential claims, for the previous month. Manager shall submit each such report to Owner on or before the twentieth (20th) day of each month.
- Furnish such additional information (including monthly occupancy reports) as may be requested from time to time by Owner with respect to the renting and financial, physical, or operational condition of the Property.
- Prepare, execute, and file all forms, reports, and returns required by law in connection with the employment of personnel, unemployment insurance, workman's compensation insurance, disability benefits, Social Security, and other similar insurance, and all other benefits or taxes now in effect or hereafter imposed.
- Maintain tenant files containing copies of leases, certification forms, notices, and other documentation as required and to the extent applicable.
- Prepare and obtain appropriate signatures, for checks
- Maintain banking accounts in the name of the Owner.
- Implement collection policies, ensure the collection of the delinquent rent
- Processing non-paying accounts to the attorney
- Cash position of the Properties and providing them to any Owner at their request
- Provide access to Certified public accountants

HTG Management is deeply committed to providing the highest quality of affordable housing throughout the state. Our goal, since the beginning, has been to provide individuals, families, and senior citizens with the finest communities which they can truly call their “Home”.

HTG PROJECTS

AFFORDABLE

Arbor View, Margate, FL



Arbor View is a 100-unit new construction senior community consisting of a Mid-Rise Apartment building of 5-6 stories. Located within the city of Margate, Broward County on State Road 7, the unit mix will consist of sixty-four (64) 1bed/1bath units, and thirty-six (36) 2bed/2bath units. The community offers a resort style swimming pool, media center and community room, dog park, shuffleboard courts, fitness center and many other amenities for our residents. Arbor View offers bingo, paint and sip, cooking classes with the YMCA and ice cream socials to their residents. The development is a 9% tax credit deal.

Courtside Apartments, Miami, FL



Courtside Family Apartments is in Miami’s Overtown district in the Southeast Overtown Park West (SEOPW) CRA, and on the grounds of the County owned Culmer Neighborhood Center. This is a new construction, 6 story midrise development with 84 affordable apartments, (10) 1-bedrooms, (53) 2-bedrooms and (21) 3-bedrooms. The community aims to create a pedestrian friendly environment on the grounds of the Culmer Center and serve as a catalyst for future development in the area, and provide residents with access to governmental services, small business opportunities, and shopping. Some amenities include state of the art theater/media room, basketball court, covered outdoor BBQ area, fitness center, computer lab, and library. The community offers a July 4th party, Halloween party, Turkey party in November, free health checks and movie nights for its residents. This community is a 4% tax credits with Miami-Dade HFA Bonds as well as Surtax.

Covenant Villas, Belle Glade, FL



Covenant Villas consits of 144 affordable rental apartments compromised of 18, 2-story buildings with (16) 1-bedrooms, (79) 2-bedrooms and (49) 3-bedrooms. The property includes a 3,500sqft structure containing administrative leasing/ maintenance functions and day care center. The work scope entailed a substantial rehabilitation to all the apartments to meet all local code requirements as well as Florida Housing Finance Corporation guidelines. Covenant Villas has an amenities package that includes, energy efficient apartments containing ecofriendly flooring, programmable thermostats, energy star rated windows and appliances. Additionally, residents will have access to a “state of the art” washing center within the complex. On a monthly basis the community offers literacy trainings, budget workshops, credit counseling and health and wellness trainings for its residents. The development is a 9% tax credit property and accepts project-based vouchers.

Douglas Gardens V, Pembroke Pines, FL



Douglas Gardens V is a new construction that consists of 110 units, (65) 1-bedroom's and (45) 2-bedroom's for seniors 62 and over. The community already includes 3 previous phases of development with 221 existing units. Douglas Gardens V features a computer lab and media room. Resident programs such as health and wellness, meal programs, extracurricular activities will be provided and is a controlled access building. Douglas Gardens V offers a potluck party as well as a birthday parties, bingo, movie night and ice cream social to its residents. This development is a 4% tax credit with MMRB (Multifamily Mortgage Revenue Bonds), SAIL, and ELI.

Freedom Gardens, Brooksville, FL



Located in Brooksville, home to historic buildings and famous governor residences, Freedom Gardens, a brand new multifamily affordable community, will serve as an Avant catalyst for future business developments and opportunities. As a garden-style resort community, Freedom Gardens consists of 96 high quality affordable apartments, with (28) 1-bedrooms, (36) 2-bedrooms and (32) 3-bedroom floorplans. Amenities at Freedom Gardens will include a Pet Park, a jogging path with fitness stations, a 1,200sf pool and a 4,806sf Clubhouse with a cybercafé, laundry facilities, exercise room, after school care and central community gathering area. The community offers literacy games weekly, employment recruiting with resume assistance and interview prep for its residents. Phase I is a 9% LIHTC development.

Freedom Gardens II, Brooksville, FL



Following the success of its first phase, Freedom Gardens II brings an additional 94 units to Brooksville, FL. This community consists of (32 1-bedrooms, (28) 2-bedrooms and (34) 3-bedrroms. The first phase amenities were designed to accommodate the phase II residents, and therefore will enjoy an extra-size clubhouse, pool, playground, common-laundry and a jogging path locked on Revere Road. The new units will enjoy an enviable energy efficiency standard, thanks to its high green building features and gas appliances. The community offers literacy games weekly, employment recruiting with resume assistance and interview prep for its residents. Freedom Gardens II is a 4% LIHTC development.

Hammock Ridge, Spring Hill, FL



The Hammock Ridge community is in Spring Hill, FL and consists of 104-units new construction with (12) 1-bedrooms, (60) 2-bedrooms and (32) 3-bedroom floor plans. Hammock Ridge community includes a stand-alone clubhouse with exceptional amenities including a fully equipped fitness center, open concept gathering room, kid's playtime room, computer lab, and media/gaming station. The landscaped grounds provide a playground and resort-style pool with a pergola and BBQ station for all residents. Hammock Ridge offers ice cream socials, coffee socials and game days to its residents. This development was funded with 9% tax credits and SunTrust permanent loan.

Hammock Ridge II, Spring Hill, FL



Hammock Ridge II is a new 4-story 92-unit development with elevators. Hammock Ridge II floor plans consist of (48) 1-bedrooms and (44) 2-bedrooms. The development will be for low income residents and at least one resident shall be a senior age of 55 years or older. Construction commenced in the beginning of 2018 and will was completed around May 2019. Amenities will include a communal lobby and fully furnished gathering area with multiple activity areas throughout and is certified under the National Green Building Standards Certification. This community offers grime watch meetings, craft days and bingo to its residents. Hammock Ridge II is a 9% tax credit development.

Heron Estates Sr, Riviera Beach, FL



Heron Estates Sr. will consist of three stories with 101 units, (81) 1-bedrooms and (20) 2 bedrooms for seniors. Heron Estates Sr. will have an amenity package that will include energy efficient apartments with eco-friendly flooring, programmable thermostats and energy star rated windows and appliances. Additionally, tenants will have access to literacy training, daily activities and assistance with light housekeeping, grocery shopping and/or laundry programs. Heron Estates is a 4% tax credit with Palm Beach County Bonds, SAIL and ELI.

Isles of Pahokee II, Pahokee, FL



Isles of Pahokee II is a rehabilitation community with 129-units consisting of (78) 1-bedrooms, (39) 2-bedrooms and (12) 3 bedrooms. The apartments will have open floor plans stocked with full-size energy star appliances and green design features. This community will have a resident communal space with a community center and is a 9% tax credit development.

Luna Trails, Titusville, FL



Luna Trails is a Senior community with 86 affordable units, (69) 1-bedrooms, (5) 2-bedrooms and (12) 3-bedroom floor plans. The amenity package will include energy efficient apartment's, programmable thermostats and energy star rated windows and appliances. Additionally, tenants will have access to literacy training, daily activities and assistance with light housekeeping, grocery shopping and laundry programs. This community is 9% tax credits.

Malibu Bay, West Palm Beach, FL



Malibu Bay was completed in late 2004 and is a 264-unit rental community located in West Palm Beach, Florida, one block off Palm Beach Lakes Boulevard, across the street from Palm Beach Lakes Mall and adjoining City Side, a luxury WCI Community. The community consists of 11 three-story garden style residential buildings that consist of (48) 1-bedroom's, (108) 2-bedroom's and (108) 3 bedroom's and a clubhouse located on a 13-acre waterfront site. The community provides crime watch meetings, health and nutrition classes, and different activities during the holidays to its residents. Malibu Bay is a 4% tax credits, SHIP, City of WPB HOME, MMA Financial and HUD 223(f) development.

Oaks at Lakeside, Bradenton, FL



Oaks at Lakeside is located just North of Sarasota with the Gulf of Mexico just 15 minutes West. This community is a 96-unit development for Families, (36) 1-bedrooms, (24) 2-bedrooms and (36) 3-bedrooms, all comprised in 4 garden-style wood frame buildings, a grand clubhouse with a fitness and media center, gated dog park, an onsite adventure playground, and swimming pool. The apartments consist of open floor plans with washer/dryer hook-ups in every unit as well as energy star appliances. This development is a 9% tax credit community.

Osprey Pointe, Dade City, FL



Osprey Pointe will consist of 110 units for Families split amongst five 3 story garden style wood frame buildings with (18) 1-bedrooms, (62) 2-bedrooms and (30) 3-bedroom apartments. Amenities offered at this community will include a resort style pool, clubhouse with media area, fitness center, computer room, storage room, and a covered seating/picnic area outside. This community is a 4% tax credit, SAIL, ELI and has a Pasco County Contribution.

Palms at Town Center, Palm Coast, FL



The Palms at Town Center is an 88-unit development for Families with (30) 1-bedroom, (50) 2-bedroom and (8) 3-bedroom floorplans spread across 3 garden style wood frame buildings. This community will offer a clubhouse with resort style pool, playground, and a sports court for its residents. This development is 4% tax credits, Workforce and SAIL.

Palm Park Apartments, Boynton Beach, FL



Palm Park Apartments is in the west Boynton Beach/Delray Beach area on approximately 30 acres at the northwest corner of Jog Road and Flavor Pict Road in Palm Beach County, Florida. Built in 2006, Palm Park consists of 160 units of which (16) 1-bedroom, (84) 2-bedrooms and (60) 3-bedroom floorplan. The development has been widely acclaimed in the local media and various national publications for its attractive pricing, quality upgrades, and its unique energy efficient and environmentally friendly features. This community offers monthly resident activities of ice cream socials, meet and greet your neighbor's pizza party and breakfast on the go. Palm Park has Palm Beach HFA Bonds, FHFC, SAIL, Palm Beach SHIP and MMA funding.

Park at Wellington I, Holiday, FL



Park at Wellington consists of 110 units, (18) 1-bedroom's, (62) 2-bedroom's, (30) 3-bedroom's and is a multiphase housing community for families in Pasco County, FL. The community is uniquely located approximately 30 miles northwest of Tampa along US Highway 19, a major commercial corridor. Park at Wellington will be built in two phases, Phase I is a garden style development with 110 units. Construction began in July 2016 and HTG will delivered the first units for occupancy in March 2017. The community offers pizza parties, family fun day and movie nights for its residents. Park at Wellington I is a 9% tax credit development.

Park at Wellington II, Holiday, FL



Park at Wellington II began construction in November of 2016 and consists of 110 units, with a breakdown of (18) 1-bedroom's, (62) 2- bedroom's and (30) 3-bedrooms', all packed into a 4-story elevator building that will be ready for occupancy within 12 months of construction commencement. This community gets its architectural design inspiration from two principal sources: Traditional Florida Vernacular and Wrightian Prairie Style. The centerpiece of the community is its fully loaded clubhouse featuring a cybercafé, resort-style pool, fitness center, children's learning and play center, gathering/media area, and laundry facility. The community offers pizza parties, family fun day, movie nights and crime prevention night for its residents. Park at Wellington II is a 4% tax credit MMRB Bonds and SAIL development.

Pine Run Villas, Lake Worth, FL



Pine Run Villas is a unique affordable townhome development in the heart of Palm Beach County. All 63 units at Pine Run Villas have either 3 or 4 bedrooms and each has an attached garage, making this an ideal home for a large family. Pine Run Villas is a shining example of luxury affordable housing in Palm Beach County. Amenities at Pine Run include a community center/clubhouse, swimming pool, 1/2 basketball court, and tot lot. This community is a 4% tax credit and Palm Beach HFA Bonds, Palm Beach County NSP and HOME.

Princeton Park, Homestead, FL



Princeton Park consist of 150 units, (18) 1-bedrooms, (96) 2-bedrooms and (36) 3-bedrooms spread across 4 three story residential buildings and 1 clubhouse. The state-of-the-art clubhouse includes a fitness center, a large multi-purpose community room, designated workstations, and a supreme swimming pool that lies just feet away. The units will feature open floor plans that include granite countertops, vinyl tile flooring, and full range energy star appliances. Princeton Park will serve working families that qualify as low-income households. Princeton Park provides residents with literacy training, family support coordinators, and employment assistance programs. This community is a 9% tax credit development.

The Addison, Bradenton, FL



The Addison is a 90-unit new construction family development consisting of a Mid-Rise Apartment building of 5 stories. The community will offer a resort style swimming pool, media center community room, dog park, playground, fitness center and many other amenities for our residents. There will also be a 600 sqft. retail space as part of the overall development. This community will consist of (25) 1-bedrooms, (52) 2-bedrooms, and (13) 3-bedrooms. The Addison offers weekly literacy training and quarterly employment assistance and financial management to its residents. The development was funded under RFA 2017-102 as a 9% tax credit deal in conjunction with a SAIL loan and CDBG (Community Development Block Grant).

Valencia Grove, Eustis, FL



Valencia Grove is a 144-unit affordable multifamily development located in Lake County, FL. The community features six (6) 3-story garden-style residential buildings with (24) 1-bedroom, (96) 2-bedroom and (24) 3-bedroom floor plans, along with a Grand Clubhouse which will provide its residents access to a cybercafé room, laundry facility, an exercise room and a pool. Other onsite amenities include a playground, sand volleyball court, car care center, pet park and sports field. This community offers literacy training, employment assistance, health and nutrition classes and community activity events for its residents. This community is a 4% tax credit with bonds, SAIL, ELI and a grant with the City of Eustis.

Veranda Senior, Homestead, FL



Completed in 2012, situated Miami-Dade County, this community of 99 units, (69) 1-bedroom and (30) 2-bedroom floor plans, focuses on the senior demographic. Veranda features a clubhouse, pool, fitness center and library among other amenities. Veranda Senior features energy efficient appliances and other sustainable components. The response to Veranda Senior Apartments has been overwhelming positive, as we were 100% occupied at grand opening. Veranda Senior offers financial literacy class, ESL as a second language class and the YMCA comes to teach different medical classes to their residents. This community is 4% tax credits with FHFC MMRB Bonds, TCEP and Surtax.

Village Place, Fort Lauderdale, FL



Village Place Apartments, 112 units in a 6-story mid-rise with (82) 1-bedrooms, (29) 2-bedroom (1) 3-bedroom apartments and townhomes in the heart of downtown Ft. Lauderdale, near Las Olas. The property is situated on the corner of NE 4th Avenue and NE 7th Street, two blocks West of Federal Highway. Amenities include clubhouse, fitness center, library, courtyard, rooftop pool, and private garage parking. Village Place offers bingo twice a month, holiday celebrations and meet and greets for its residents. This community is a 9% tax credit development.

Wagner Creek, Miami, FL



Wagner Creek's 73 units, (9) 1-bedrooms, (56) 2-bedrooms and (8) 3-bedroom floor plans that feature in-home washers and dryers and/or hook-ups, fully equipped full-size kitchens with energy efficient stoves, refrigerators, garbage disposals and dishwashers. The carefully selected features and amenities of the Wagner Creek Apartments will make the perfect living environment for residents looking to live in the Hospital District. At Wagner Creek, we strive to make you feel at home by providing arts and crafts, movie nights, literacy training and financial training activities to its residents. This community is 9% tax credit and has City of Miami HOME.

Whispering Palms, Largo, FL



Whispering Palms located at 601 16th Avenue SE, just east of Seminole Boulevard in Largo consists of 63 units. The community has (40) 2-bedrooms, (15) 3-bedrooms 2.5 bath and (8) 3-bedrooms 2 bath townhome and garden-style apartments surrounded by lush landscaping within a quiet setting but near a multitude of amenities, including local shopping and schools. The families of Whispering Palms will enjoy an array of community amenities including a multipurpose clubhouse, pool, fitness center, playground, and computer lab. Construction was completed November 2015 with a successful lease up of 100% occupancy by December 2015. The community provides quarterly employment assistance programs, literacy training weekly and after school program care Monday's thru Friday during school months to its residents. Whispering Palms is a 9% tax credit community.

COMING SOON

Father Marquess-Barry, Miami, FL



Father Marquess-Barry is a 60-unit development for Seniors consisting of (48) 1-bedrom and (12) 2-bedroom floorplans all located within a garden-style concrete building. This community will offer a multi-purpose room available to residents for events and activities, fitness center with on-grade parking, library, bike storage and community garden. This community is 9% tax credits.

Heron Estates Family, Riviera Beach, FL



Heron Estates Family is a 2-story, 79-unit townhouse development that will complete phase I Heron Estates Senior. This community will consist of (19) 1-bedroom, (40) 2-bedroom and (20) 3-bedroom units. The clubhouse will include a fitness center, computer/business center, playground, pool, dog park, multipurpose sports court, and an outdoor grill and lounge seating area. Heron Estates Family will be certified under the National Green Building Standards and is anticipated to commence construction in March 2020. This community is 4% tax credits and bonds, SAIL and ELI.

Paradise Lakes Apartments, West Kendall, FL



Paradise Lakes is a 3 story 76-unit development consisting of (56) 1-bedrooms and (20) 2-bedrooms. The new Garden Style community will feature approximately 15,000 square foot retail space on the 1st floor with the residential dwellings located on the 2nd and 3rd floors. A portion of the retail space will be dedicated to features found commonly found in a Clubhouse such as a fitness center, community room with games and lounge seating, computer/business center. This development is a 9% tax credit community.

Twin Lakes II, Lakeland, FL



Twin Lakes II is the second phase of a three planned phase construction that consists of 132 apartments for Families with (22) 1-bedroom, (62) 2-bedroom and (48) 3-bedroom floor plans. Residents of Twin Lakes II will have access to amenities like a swimming pool, landscaped walking paths, fully equipped clubhouse with a computer room, TV room, fitness center and community kitchen and sports courts. This development is 4% tax credit with MMRB Bonds, SAIL and ELI.

Valencia Grove II, Eustis, FL



Valencia Grove II is a 110-unit development for Seniors consisting of (76) 1-bedroom and (34) 2-bedroom floor plains all located in 1 garden style wood building that will complement the first phase that has 144 units. Amenities that are included in this phase is a fitness center and a multi-purpose room available to residents for wedding and other activities, and on-grade parking. This development is 4% tax credit with bonds, SAIL and ELI.

Village View, Fort Lauderdale, FL



Village View is a 100-unit development for Seniors with (68) 1-bedrooms and (32) 2-bedroom apartments. Village View is a National Certified Green building that includes a community and business center for its residents, and a resort style swimming pool. This development is 9% tax credit.

Lafayette Gardens, Tallahassee, FL



Lafayette Gardens is a 96-unit (60) 1 bedrooms and (18) 2 bedrooms (18) 3 bedrooms multi-family garden style development. Lafayette is a National Certified Green Building. This new development will feature a state-of-the-art clubhouse with amazing architectural designs, swimming pool, satellite TV service to each resident and a fitness center.

Hudson Village, Hollywood, FL



Hudson Village is a 96-unit multi family development in Broward County, FL (53) 1- bedrooms and (43) 2-bedrooms. It is a 7-story high rise building that will include a swimming pool, fitness center, bike storage, business center and amazon parcel room. This development is 9 % tax credit.

Oak Valley, Ocala, FL



Oak Valley is a 96-unit multi family development in Marion County, FL. Consiting of (66) 1- bedrooms and (30) 2- bedrooms this asset will include a fitness center, swimming pool, picnic pavilion, media room with catering and shuffleboard court. This development is 9 % tax credit..

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LAURA RODRIGUEZ – EXECUTIVE VICE PRESIDENT



As Executive Vice President of property management, Laura oversees the day to day operations of HTG Management for the state of Florida, as well as, all new developments in Arizona, Georgia, South Carolina and Texas in the pipeline. With over 20 years of multifamily experience, Laura works closely with ownership to plan and execute corporate strategy to drive portfolio performance while providing leadership and cultivating the culture of the management company. Laura is responsible for directing and supporting HTGM teams as they strive for excellence daily.

Prior to joining HTGM, Laura was a regional manager for ZRS Management for over 10 years. Her most recent position was as a Regional Vice President for Alliance Residential were she was responsible for overseeing the 3rd party management and developments for the state of Florida. At Alliance, Laura developed the Florida Region from the ground up all while building and elevating the company culture. Laura was instrumental in executing over 12 leases ups from development through lease up and through disposition.

Laura brings a wealth of knowledge and experience to the team having managed a diverse portfolio of assets including affordable, market rate, new construction, condo and third-party management.

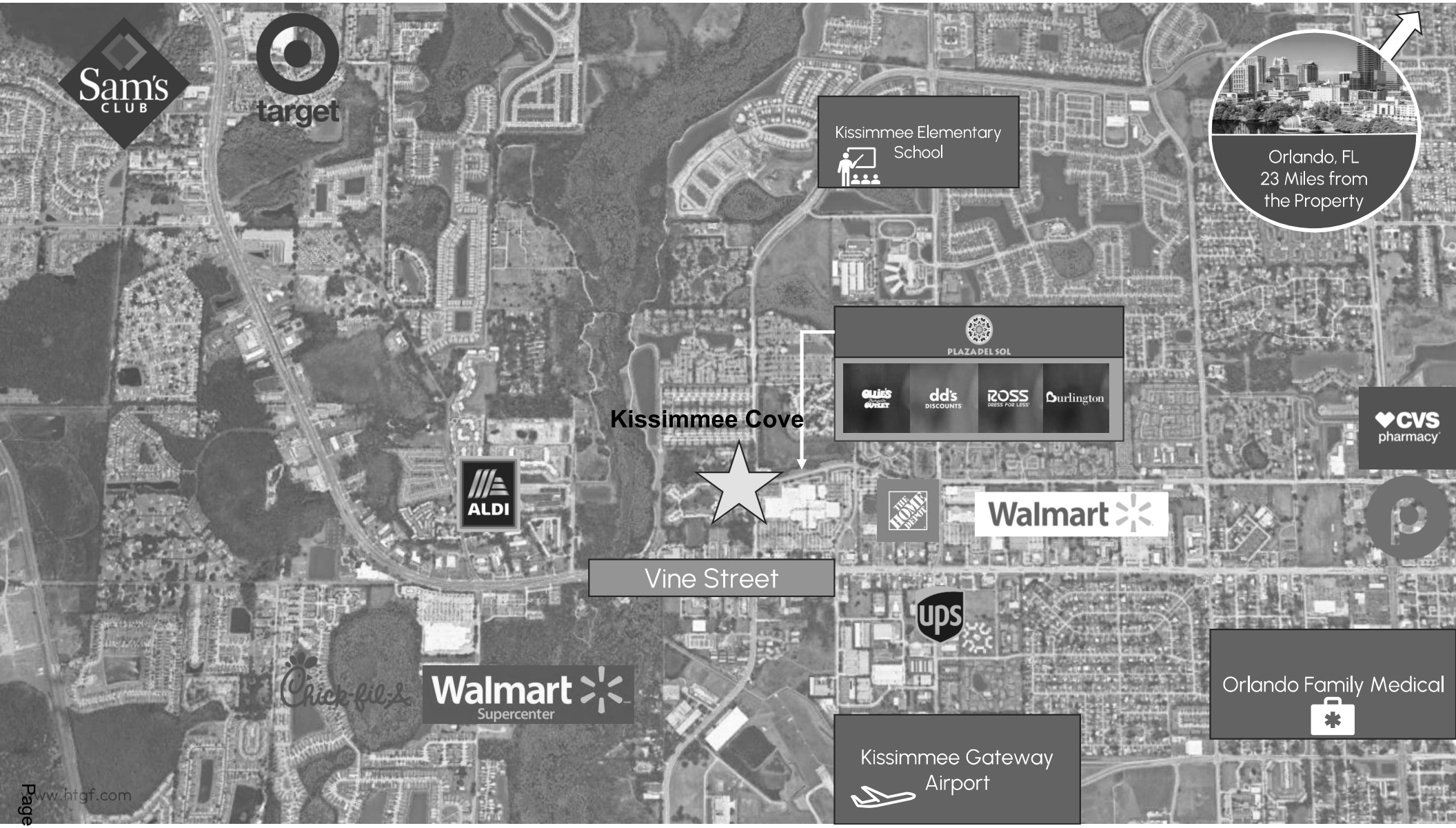
Laura is an accomplished LIHTC certified property management professional and holds CPM and LCAM designations. An undergraduate of the University of Florida, Laura earned her Master's from Nova Southeastern University.

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ATTACHMENT C


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Walmart
Vine Street
UPS
Chick-fil-A
Walmart Supercenter
Orlando Family Medical
Kissimmee Gateway Airport

ATTACHMENT D


Zoning: T5-U, Mixed Use Urban Core
• 40 Units/Acre because of affordable housing provision
• No Requirement for any commercial component.
Within the Vine Street CRA
Kissimmee Cove
N. Hoagland Blvd., N. Hoagland Blvd. and W. Columbia Ave
N Hoagland Blvd
Enchanted Oaks Cir

ATTACHMENT E

FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ELECTRICITY

Name of Development: Kissimmee Cove

Development Location: N. Hoagland Blvd., N. Hoagland Blvd. and W. Columbia Ave

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Electricity is available to the proposed Development, subject to item 2 below.
2. To access such electric service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment in connection with the construction of the Development.

CERTIFICATION

I certify that the foregoing information is true and correct.

Magdalena Fernandez	Kissimmee Utility Authority
Signature	Name of Entity Providing Service
Magdalena Fernandez	1701 W Carroll Street
Print or Type Name	Address (street address, city, state)
Senior Engineer	Kissimmee, FL 34741
Print or Type Title	
08/29/2024	(407) 933-7777
Date Signed	Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from elected local government officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 08-20)

FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ELECTRICITY

Name of Development: Kissimmee Cove

Development Location: N. Hoagland Blvd., N. Hoagland Blvd. and W. Columbia Ave

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

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Magdalena Fernandez	1701 W Carroll Street
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(Form Rev. 08-20)

FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ELECTRICITY

Name of Development: Kissimmee Cove

Development Location: N. Hoagland Blvd., N. Hoagland Blvd. and W. Columbia Ave

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

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Magdalena Fernandez Signature	Kissimmee Utility Authority Name of Entity Providing Service
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(Form Rev. 08-20)

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING AND LAND USE REGULATIONS

Name of Development: Kissimmee Cove

Development Location: N. Hoagland Blvd., N. Hoagland Blvd. and W. Columbia Ave

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 80

This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned Local Government representative confirms that, as of the date that this form was signed, the above referenced Development's proposed number of units, density, and intended use (i) are consistent with current land use regulations and zoning designation; OR (ii) are approved pursuant to sections 125.01055(6) and 166.04151(6), Florida Statutes; OR (iii) are consistent with sections 125.01055 (7) and 166.04151 (7), Florida Statutes; OR, (iv) if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use.

CERTIFICATION

I certify that the City/County of Kissimmee (Name of City/County) has vested in me the authority to verify consistency with local land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

Signature

Brenda Ryan, AICP
Print or Type Name

Development Services Planning Manager
Print or Type Title

08/30/2024
Date Signed

101 Church Street
Address (street address, city, state)

Kissimmee, Florida 34741
Address (street address, city, state)

407-518-2104
Telephone Number (including area code)

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from elected local government officials are not acceptable, nor are other signatories. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 06-2023)

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING AND LAND USE REGULATIONS

Name of Development: Kissimmee Cove

Development Location: N. Hoagland Blvd., N. Hoagland Blvd. and W. Columbia Ave

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 80

This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned Local Government representative confirms that, as of the date that this form was signed, the above referenced Development's proposed number of units, density, and intended use (i) are consistent with current land use regulations and zoning designation; OR (ii) are approved pursuant to sections 125.01055(6) and 166.04151(6), Florida Statutes; OR (iii) are consistent with sections 125.01055 (7) and 166.04151 (7), Florida Statutes; OR, (iv) if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use.

CERTIFICATION

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Signature

Brenda Ryan, AICP
Print or Type Name

Development Services Planning Manager
Print or Type Title

08/30/2024
Date Signed

101 Church Street
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(Form Rev. 06-2023)

ATTACHMENT F

Uses	Ref.	Permanent Phase Total	%	Per Unit	Construction Phase Total	%	Per Unit
Hard Costs							
GC Contract							
Hard Construction Costs		13,815,000	50.42%	189,247	13,815,000	54.58%	6%
Demolition		-	0.00%	-	-	0.00%	-
Financial Costs		-	0.00%	-	-	0.00%	6%
GC Profit		828,900	3.03%	11,355	828,900	3.28%	11,355
GC General Requirements		828,900	3.03%	11,355	828,900	3.28%	11,355
GC Overhead		276,300	1.01%	3,785	276,300	1.09%	3,785
General Liability Insurance		57,094	0.21%	782	57,094	0.23%	782
Construction - P&P Bond		109,887	0.40%	1,505	109,887	0.43%	1,505
GC Contract Total		**15,916,081**	**58.09%**	**218,029**	**15,916,081**	**62.89%**	**28,782**
Hard Cost Contingency @:	5.0%	795,804	2.90%	10,901	795,804	3.14%	10,901
Recreational / Owner Items		400,000	1.46%	5,479	400,000	1.58%	5,479
Construction - Mgmt & Supervision		-	0.00%	-	-	0.00%	-
Construction - Offsite		-	0.00%	-	-	0.00%	-
Total Hard Costs		**17,111,885**	**62.45%**	**234,409**	**17,111,885**	**67.61%**	**45,163**
Soft Costs							
Financial Costs							
Construction Interest Expense		1,104,946	4.03%	15,136	1,104,946	4.37%	15,136
Bridge Loan Interest Expense		-	0.00%	-	-	0.00%	-
Other Loan Fees - HOME		-	0.00%		-		
Other Interest Expense		-	0.00%	-	-	0.00%	-
Construction Loan Origination Fee		103,500	0.38%	1,418	103,500	0.41%	1,418
Construction Loan Closing Costs		13,800	0.05%	189	13,800	0.05%	189
Permanent Loan Origination Fee		69,480	0.25%	952	69,480	0.27%	952
Initial Financing Fee		-	0.00%	-			
Permanent Loan Closing Costs		15,000	0.05%	205	15,000	0.06%	205
Legal - Lender		75,000	0.27%	1,027	75,000	0.30%	1,027
Syndication Fees		30,000	0.11%	411	30,000	0.12%	411
Placement Agent		35,000	0.13%	479	35,000	0.14%	479
Loan Closing Costs		-	0.00%	-	-	0.00%	-
Interest - Pre-dev Loan		-	0.00%	-	-	0.00%	-
SAIL and ELI Commitment Fees		-	0.00%	-	-	0.00%	-
Bank Charges		-	0.00%	-	-	0.00%	-
Costs of Issuance		206,710	0.75%	2,832	206,710	0.82%	2,832
Servicer Fees During Construction		25,200	0.09%	345	25,200	0.10%	345
Fiscal Agent Fee During Construction		11,000	0.04%	151	11,000	0.04%	151
Total Financial Costs		**1,689,636**	**6.17%**	**23,146**	**1,689,636**	**6.68%**	**23,146**
Reports & Studies							
Appraisal		10,000	0.04%	137	10,000	0.04%	137
Environmental Report		15,000	0.05%	205	15,000	0.06%	205
Geotech Report		10,000	0.04%	137	10,000	0.04%	137
Market Study		6,500	0.02%	89	6,500	0.03%	89
Physical Needs Assessment		-	0.00%	-	-	0.00%	-
Plan and Cost Review		5,000	0.02%	68	5,000	0.02%	68
Traffic Study		5,000	0.02%	68	5,000	0.02%	68
Delivery Charges/Copying		-	0.00%	-	-	0.00%	-
Reports and Studies - Other		-	0.00%	-	-	0.00%	-
Total Reports and Studies		**51,500**	**0.19%**	**705**	**51,500**	**0.20%**	**705**
General Development Costs							
Accounting Fees		40,000	0.15%	548	40,000	0.16%	548
Architect - Design		311,875	1.14%	4,272	311,875	1.23%	4,272
Architect - Supervision		91,100	0.33%	1,248	91,100	0.36%	1,248
Architect - Landscape		20,000	0.07%	274	20,000	0.08%	274
Building Permits	1,296.00	150,000	0.55%	2,055	150,000	0.59%	2,055
Consulting Fees (eligible)		-	0.00%	-	-	0.00%	-
Engineering Fee		63,800	0.23%	874	63,800	0.25%	874
FHFC Administrative Fees	9.00%	113,946	0.42%	1,561	113,946	0.45%	1,561
FHFC Application Fees		4,000	0.01%	55	4,000	0.02%	55
Non-Competitive App Fee		-	0.00%	-	-	0.00%	-
FHFC Compliance Mon. Fee		-	0.00%	-	-	0.00%	-
FHFC - Other (i.e. Extension, Credit Swap)		-	0.00%	-	-	0.00%	-
FHFC - Underwriting Fee		17,845	0.07%	244	17,845	0.07%	244
Special Taxing District Fee		-	0.00%	-	-	0.00%	-
Green Certification - NGBS/LEED		20,000	0.07%	274	20,000	0.08%	274
Impact Fees		1,142,000	4.17%	15,644	1,142,000	4.51%	15,644
Inspection & Material Testing Fees		150,000	0.55%	2,055	150,000	0.59%	2,055
Muni Fees - Zoning, Site Plan, & Platting Fees		25,000	0.09%	342	25,000	0.10%	342
Relocation Expenses		-	0.00%	-	-	0.00%	-
Survey & Platting (including as-built)		15,000	0.05%	205	15,000	0.06%	205
Utility & Submetering Connection		$125,000	0.46%	1,712	125,000	0.49%	1,712
Organizational Costs		10,000	0.04%	137	10,000	0.04%	137
Site Preparation		-	0.00%	-	-	0.00%	-
Non-eligible Costs		-	0.00%	-	-	0.00%	-
Utility Relocation Budget & Douglass FPL Consulting	1.53%		0.00%	-	-	0.00%	-
Total General Development Costs		**2,299,566**	**8.39%**	**31,501**	**2,299,566**	**9.09%**	**31,501**

Legal								
Legal Fees		125,000	0.46%	1,712		125,000	0.49%	1,712
Legal Fees- Partnership		-	0.00%	-		-	0.00%	-
Legal - Construction		-	0.00%	-		-	0.00%	-
Legal - Zoning, Site Plan, & Platting		15,000	0.05%	205		15,000	0.06%	205
Legal - Other (i.e. Environmental)		-	0.00%	-		-	0.00%	-
Title Insurance, Taxes, & Recording	0.35%	95,899	0.35%	1,314		95,899	0.38%	1,314
Total Legal		**235,899**	**0.86%**	**1,519**		**235,899**	**0.44%**	**1,519**
Marketing and Lease-up								
Marketing Costs & Other		25,000	0.09%	342		25,000	0.10%	342
Lease Up Costs		50,000	0.18%	685		50,000	0.20%	685
Total Marketing & Lease-up		**75,000**	**0.27%**	**1,027**		**75,000**	**0.30%**	**1,027**
Taxes and Insurance								
Builder's Risk & Const. Insurance	1.50%	207,225	0.76%	2,839		207,225	0.82%	2,839
Insurance- Property/Liability		105,346	0.38%	1,443		105,346	0.42%	1,443
Property Taxes & Other	2.13%	44,990	0.16%	616		44,990	0.18%	616
Total Taxes and Insurance		**357,561**	**1.30%**	**4,898**		**357,561**	**1.41%**	**4,898**
Soft Cost Contingency	5.00%	150,976	0.55%	2,068.17		150,976	0.60%	2,068
Sub-Total		**21,972,024**	**80.19%**	**299,274**		**21,972,024**	**86.32%**	**110,028**
Land Acquisition Costs								
Land, To be Acquired		1,245,000	4.54%	17,055		1,245,000	4.92%	17,055
Existing Buildings, To be Acquired		-	0.00%	-		-	0.00%	-
Brokerage Fee		-	0.00%	-		-	0.00%	-
Land Other		-	0.00%	-		-	0.00%	-
Developer Fee & Overhead								
Developer's Admin. & Overhead	0.0%	-	0.00%	-		-	0.00%	-
Developer's Fee	18.0%	3,954,964	14.43%	54,178		2,092,717	8.27%	28,667
Developer's Fee - Land		-	0.00%	-		-	0.00%	-
BSPRA	0.0%	-	0.00%	-			0.00%	-
Reserves								
Operating Deficit Reserve (3M OpEx & Debt Service)	4	227,765	0.83%	3,120		-	0.00%	-
Total Project Cost		**27,399,753**	**100.00%**	**373,627**		**25,309,741**	**99.51%**	**155,750**
Financing Gap Surplus/(Short)		**(0)**				**-**		

Sources		**Permanent Phase**				**Construction Phase**		
	Rate	**Total**	**%**	**Per Unit**		**Total**	**%**	**Per Unit**
Hard								
Predevelopment Loan		-	0.0%	-		-	0.00%	-
GP Loan		-	0.0%	-		-	0.00%	-
Construction Loan	6.78%	-	0.00%	-		13,800,000	54.52%	189,041.10
Bridge Loan	6.78%	-	0.00%	-		-	0.00%	-
Permanent Loan 1	6.25%	6,948,000	25.36%	95,178.08		-	0.00%	-
Permanent Loan 2		-	0.00%	-		-	0.00%	-
Permanent Loan 3		-	0.00%	-		-	0.00%	-
Soft								
SAIL	1.00%	-	0.00%	-		-	0.00%	-
ELI	0.00%	-	0.00%	-		-	0.00%	-
CDBG - DR	0.00%	8,400,000	30.66%	115,068		8,400,000	33.19%	115,068.49
NHTF	0.00%	-	0.00%	-		-	0.00%	-
Surtax/Other	0.00%	-	0.00%	-		-	0.00%	-
Grant	0.00%	-	0.00%	-		-	0.00%	-
Grant/Other #2	0.00%	-	0.00%	-		-	0.00%	-
Preferred Equity LP1		-	0.00%	-		-	0.00%	-
Preferred Equity LP2		-	0.00%	-		-	0.00%	-
Preferred Equity LP3		-	0.00%	-		-	0.00%	-
GP Equity		-	0.00%	-		-	0.00%	-
Investor Equity		10,887,078	39.73%	149,138		2,721,770	10.75%	37,284.51
Deferred Developer Fee		1,164,675	4.25%	15,954	10/31/2024	387,971	1.53%	5,314.68
NOI During Construction		-	0.00%	-	3/30/2025	-	0.00%	-
Total Sources		**27,399,753**	**100.00%**	**375,339**		**25,309,741**	**100.00%**	**346,709**

Proforma Disclaimer: The estimates contained herein are based on assumptions concerning future events and circumstances which are inherently subject to uncertainty and variation depending upon continually evolving events. No representation or warranties, expressed or implied, as to their content, suitability for any purpose, accuracy, veracity, or completeness are made or that actual results will conform to such estimates. This document is provided subject to errors, omissions and changes in the information and is subject to modification or withdrawal.

ATTACHMENT A

ITEM 7.N
Airport Disadvantage Business Enterprise (DBE) / Unified Certification Program (UCP)

Request

Approval of the airport's participation in the Florida Unified Certification Program (UCP) (contract #20250418).

Explanation

The City of Kissimmee / Kissimmee Gateway Airport is required to have a DBE Program to receive Federal Aviation Administration (FAA) funding with the intent of awarding prime contracts which exceed $250,000 per fiscal year for airport planning or development. The FAA is now requiring that the City be a member of and participate in the Florida Unified Certification Program (UCP) to comply with the USDOT DBE Program. The program ensures DBE companies (certified by the Florida Department of Transportation) are made aware of and have the opportunity to participate in the project bidding process. The Florida UCP maintains an electronic DBE Directory of all firms certified in Florida.

Recommendation

Approval of the airport's participation in the Florida Unified Certification Program (UCP).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
1. (S) UCP Unified Certification Program Agreement
2. (S) DBE ISM Small Business Element Program and Form

FLORIDA UNIFIED CERTIFICATION PROGRAM AGREEMENT

RECITALS

WHEREAS, 49 CFR Part 26 Subpart E- Certification Procedures Section 26.81, requires that all United States Department of Transportation (USDOT) Recipients participate in a statewide Unified Certification Program (UCP); and

WHEREAS, this Agreement establishes the UCP for the State of Florida; and

WHEREAS, the UCP will comply with all certification procedures and standards set forth in Subparts D and E of 49 CFR Part 26 on the same basis as recipients; and

WHEREAS, the UCP will cooperate fully with oversight, review, and monitoring activities of USDOT and its operating administrations; and

WHEREAS, the UCP will implement USDOT directives and guidelines concerning certification matters; and

WHEREAS, all certification by the UCP shall be pre-certification, i.e., certifications that have been made final before the due date for bids or offers on a contract on which a firm seeks to participate as a DBE; and

WHEREAS, the UCP will render uniform certification decisions on behalf of all USDOT financial assistance recipients in Florida with respect to participation in the USDOT Disadvantaged Business Enterprise (DBE) Program; and

WHEREAS, the UCP will provide "one-stop shopping" to applicants for DBE certification, such that an applicant need apply only once for a DBE certification that will be honored by all UCP Members in Florida; and

WHEREAS, the UCP shall develop and maintain an electronic DBE Directory of all firms certified in Florida that will be available to the public on the Internet and in print and continuously updated with additions, deletions, and other changes; and

WHEREAS, the UCP shall have sufficient resources and expertise to carry out the requirements of 49 CFR Part 26 Subpart E; and

WHEREAS, all obligations of recipients with respect to certification and nondiscrimination must be carried out by UCPs, and that recipients may use only UCPs that comply with the certification and nondiscrimination requirements of 49 CFR, Part 26.

NOW, THEREFORE, in consideration of the promises and covenants herein contained Florida UCP Members, agree to the following:

ARTICLE 1 – VISION

Florida's USDOT Recipients share the common goal of creating a level playing field on which DBE firms can compete fairly for USDOT assisted contract awards, while enhancing the administration of the DBE Programs through the exchange of information and coordination of activities. In order to achieve the common goal, Recipients will establish the UCP for the State of Florida.

ARTICLE 2 – DEFINITIONS

Terms and Definitions used by the UCP shall be those specifically defined in this Agreement, and in 49 CFR, Section 26.5, which is incorporated by reference herein:

2.01 **Certifying Member**

A Florida Recipient as defined in 2.05, and UCP Member as defined in 2.10 and 3.01 who has a current DBE Program Plan approved by an appropriate USDOT Operating Administration that includes provisions for DBE certification and revocation processes.

2.02 **Disadvantaged Business Enterprise (DBE)**

A for-profit small business concern, that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, in which at least 51% of the stock is owned by one or more such individuals; and whose management and daily business operations of the entity are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2.03 **Non-Certifying Member**

A Florida Recipient as defined in 2.05, or UCP Member as defined in 2.10 and 3.1 who has a current DBE Program Plan approved by an appropriate USDOT Operating Administration that does not include provisions for DBE certification and revocation processes.

2.04 **Personal Net Worth**

The net value of the assets of an individual remaining after total liabilities are deducted. Pursuant to 49 CFR Section 26.67 and as used herein, the personal net worth of each disadvantaged owner of an applicant or a DBE firm, excluding the individual's ownership interest in the applicant or a DBE firm and the individual's equity in his or her primary place of residence, must not exceed $750,000. As of the effective date of this Agreement, the personal net worth requirement is not applicable to airport concessions.

2.05 **Recipient**

Any entity, public or private, to which USDOT financial assistance is extended, whether directly or through another recipient, through the programs of the Federal Aviation

Authority (FAA), Federal Highway Administration (FHWA) or the Federal Transit Authority (FTA), or who has applied for such assistance.

2.06 **Small Business Concern**

A Small Business Concern is as defined in Small Business Administration regulation 13 CFR Part 121 and in 49 CFR, Part 26; Section 65.

2.07 **Socially and Economically Disadvantaged Individuals**

Any individual who is a citizen or lawfully admitted permanent resident of the United States and who is:

(a) Any individual who a recipient finds to be socially and economically disadvantaged individual on a case-by-case basis.

(b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans" which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans" which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans" which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) "Asian-Pacific Americans" which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) "Subcontinent Asian Americans" which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA at such time as the SBA designation becomes effective.

2.08 **Executive Committee**

A single standing committee, comprised of the Manager of the Equal Opportunity Office in the Florida Department of Transportation (FDOT) or his/her designee, a Certifying Member selected annually by and among the FAA UCP Members, and a Certifying Member selected annually by and among the FTA UCP Members.

2.09 **Sub-Recipient**

Any entity, public or private, to which USDOT financial assistance is extended through another Recipient.

2.10 **UCP Members**

All Florida Recipients participating in this Agreement as described in 3.01 and 11.05, including both Certifying and Non-Certifying Members.

ARTICLE 3 – ORGANIZATION OF THE UCP

3.01 **Members of the UCP – Recipients**

Pursuant to Section 26.81(a), all USDOT recipients in this State shall participate in a UCP.

All recipients, including airports and transit properties, that receive funds directly from FHWA, FAA or FTA must agree in writing to participate as members in the UCP.

Signatures to the UCP agreement of all USDOT recipients in this State shall be maintained on file in the FDOT Equal Opportunity Office.

3.02 **Responsible Certifying Member**

It is the intent of this Agreement that a Certifying Member will be responsible for certifying DBE's who perform work in their respective fields of expertise (highway and bridge, aviation, and transit). If a DBE firm performs work unique to aviation or transit, and there is no available FAA or FTA Certifying Member in the local area, the FAA or FTA Members will coordinate and agree on the designation of a Responsible Certifying Member. The FAA or FTA Member designated as the Responsible Certifying Member shall either be located in the vicinity of the applicant or DBE firm or have an on-going contract or business relationship with the firm. Non-certifying Members shall likewise consider the location of the applicant or DBE firm and any on-going contract or business relationships with the firm when forwarding an application or a DBE file to a Responsible Certifying Member. To this end Responsible Certifying Members shall be responsible for DBE certifications as follows:

a) FDOT shall be the Responsible Certifying Member for those firms primarily engaged in the delivery of highway, road and bridge related goods and services. These goods and services may include, but are not limited to, heavy highway construction contractors, road and bridge contractors, specialty construction contractors, engineering consultants, specialty consultants, highway, road and bridge related material suppliers and fabricators and highway, road and bridge related maintenance services.

b) An FAA UCP Member shall be the Responsible Certifying Member for those firms that are primarily engaged in the delivery of aviation related goods and services, including concessionaires. These goods and services may include, but are not limited to, food service and other aviation specialty firms.

c) An FTA UCP Member shall be the Responsible Certifying Member for those firms that are primarily engaged in the delivery of transit related goods and services. These goods and services may include, but are not limited to, transit services generally, transit maintenance services and transit related materials and supplies.

3.03 **DBE Directory Management**

UCP Members hereby acknowledge that FDOT is the major recipient of FHWA funds in the State of Florida, has the largest DBE certification program in the State, and maintains a Directory of certified DBEs that is available electronically and in printed form to Florida Recipients, contractors, and other interested members of the general public.

3.03.1 FDOT shall serve as Manager for the UCP's electronic DBE Directory, which shall include all DBE certifications made by Certifying Members.

3.03.2 FDOT, as DBE Directory Manager, shall assume the following responsibilities with regard to the DBE Directory:

(a) Keep and maintain the up-to-date electronic DBE Directory;
(b) Ensure its availability to all UCP Members and other interested parties;
(c) Make available printed copies of the Directory upon request; and
(d) Provide Certifying Members with access to certification information in the DBE Directory through the Internet.

3.03.3 Certifying Members will, within 3 business days of receipt of any new application for DBE certification, complete input to a Directory application screen, whenever a new application for DBE certification is received, so that other Certifying Members will not process or otherwise duplicate work on any DBE application.

3.03.4 When a Certifying Member makes a DBE certification approval decision, information shall be submitted, through the Internet, by the Certifying Member, directly to the DBE Directory within three (3) business days of said approval. Pursuant to 49 CFR, Section 26.31, this information shall include:

a) Firm Name, Street Address, P.O. Box, Telephone and Facsimile Numbers, and e-mail address;
b) Name of Majority Owner, Gender, and Minority Code;
c) Type(s) of work performed by the DBE using North American Industry Classification system (NAICS) adopted by the SBA on October 1, 2000, and other work specialty codes as needed;
d) Name of Certifying Member;
e) Expiration Date of DBE Certification; and
f) Any other appropriate information, as agreed upon by UCP Members.

3.03.5 Certifying Members shall also input, through the Internet, within three (3) business days of the action, information as required in 3.03.3 on firms denied DBE certification. This information will be input on the DBE Status Page.

3.03.6 Firms denied DBE certification by a Certifying Member are eligible to re-submit a DBE application after one (1) year.

3.04 **Transition of Currently Certified DBEs**

Each UCP Member shall electronically submit its current DBE Directory to the DBE Directory Manager (FDOT) for inclusion into the UCP's DBE Directory. Each UCP Member Directory shall include complete information as required in 3.03.4, and a statement attesting to the fact that each DBE firm submitted has been certified under the provisions of 49 CFR Part 26.

3.04.1 The Executive Committee shall meet and review those certified DBE firms submitted by Certifying UCP Members, and will determine the appropriate Certifying Member who will be responsible for future certification and re-certification of the DBE.

3.04.2 Upon determination by the Executive Committee of the appropriate Certifying Member, the Certifying UCP Member having possession of the DBE firm's certification file will be notified, and shall immediately forward that DBE file to the responsible Certifying Member, who shall assume custody and responsibility for the DBE file.

3.04.3 Presently certified non-Florida DBE firms must document current DBE certification by the DOT of the state in which they are domiciled or that state's UCP, if it is in place, prior to being included in the DBE Directory.

3.04.4 Designation of a Responsible Certifying Member for a non-Florida DBE firm shall follow the same process as described above.

3.05 **Executive Committee Duties**

It is agreed that upon approval by the Secretary of the USDOT, the Executive Committee shall begin implementing the provisions of this agreement and the Implementation Plan, attached as Exhibit C.

3.05.1 The Executive Committee shall meet as necessary to provide oversight and ensure compliance with 49 CFR Section 26.81. The Executive Committee shall at all times seek the participation, and may call special meetings of all UCP Members to ensure compliance with said regulation.

3.05.2 The Executive Committee may establish special committees, by majority vote, which may include, but are not limited to, Airport Concessions, UCP Member Dispute Resolution, UCP Process, Quality Assurance, Training, and Intake.

3.05.3 The Executive Committee will ensure that the UCP has sufficient resources and expertise to carry out the requirements of 49 CFR Section 26.81.

3.05.3 The Executive Committee will advise all UCP Members when it appears resources and expertise are not sufficient to carry out the requirements of 49 CFR Section 26.81.

ARTICLE 4 – RIGHTS AND RESPONSIBILITIES OF UCP MEMBERS

4.01 **Types of UCP Members**

Florida recipients acknowledge that this Agreement provides for two (2) classes of members, Certifying Members and Non-Certifying Members as defined in 2.01 and 2.03, and that each class shall have specific rights and responsibilities as set forth herein.

4.02 **Certifying Member Rights and Responsibilities**

Each Certifying Member shall have the following rights and responsibilities:

(a) Comply with the terms and conditions of this Agreement.

(b) Collect and evaluate information received regarding DBE certification applications, conduct site visits, and make certification decisions as to DBE status, in accordance with 49 CFR Part 26.

(c) Promptly provide current information to the DBE Directory as required by and in the manner prescribed in 3.03 above.

(d) Update the DBE Directory with all new and updated information (renewals, removals, change of address, etc.).

(e) Retain and maintain appropriate DBE certification files.

(f) Make file information available to other USDOT recipients and other state UCPs in response to questions or complaints, upon written request.

(g) Upon request of a UCP Member, may conduct a site visit to a DBE applicant in its vicinity.

(h) Process annual updates to verify continuing eligibility of DBE firms certified by it.

(i) Perform specific file reviews at any time upon request by a UCP Member.

(j) Make timely final decisions on DBE applications as outlined in 49 CFR Section 26.83(k) or within (90) ninety days of receipt of all information.

(k) Provide information on any certified DBE upon request by a UCP Member.

4.03 **Non Certifying Member Rights and Responsibilities**

Each Non-Certifying Member shall have the following rights and responsibilities:

(a) Comply with the terms and conditions of this Agreement.

(b) Promptly forward DBE applications to the Responsible Certifying Member.

(c) Provide information on any certified DBE upon request by a UCP Member.

ARTICLE 5 – RIGHTS AND RESPONSIBILITIES OF THE UCP

5.01 **Certification Decisions**

The UCP shall maintain processes and programs that conform to the overall certification standards set out in 49 CFR Part 26.

Certification decisions made by UCP Certifying Members shall be binding on all DOT recipients with respect to participation in the DBE Program. In the event of a conflict, the UCP, through the Executive Committee, shall make a final decision, subject to the provisions of 49 CFR, Part 26.

5.02 **"One-Stop Shopping"**

The UCP shall provide "one-stop shopping" to applicants for DBE certification in Florida, such that an applicant is required to apply only once for a DBE certification that will be honored by all UCP Members.

5.03 **Processing Out-of-State Applications**

The UCP will not process a new application for DBE certification from a firm having its principal place of business in another state unless the firm has already been certified in that state. When a Certifying Member processes an out-of-state application, a full certification application file with all supporting documentation will be compiled by the Certifying Member, including a copy of the Site Visit Report obtained from the applicant's home state or from the state's UCP if it is in place, before the firm is included in the DBE Directory.

5.04 **Reciprocity With Other UCPs**

It is understood that:

(a) The UCP, through its Executive Committee, may enter into written reciprocity agreements at any time with UCPs of other states subject to approval of USDOT.

(b) Such reciprocity agreement(s) must outline the specific responsibilities of each participating UCP.

(c) The UCP, and its Members, may accept a DBE certification decision, made by another UCP or state DOT, on a case-by-case basis.

(d) The UCP, and its Members, shall share information concerning Florida DBE firms or applicants with other UCPs and state DOTs upon written request.

5.05 **UCP Information Program**

UCP Members and the Executive Committee will provide information on the Florida UCP to the public and to DBE applicant firms; provide individuals and firms seeking DBE certification with UCP applications; accept DBE applications from any applicant firm, and forward DBE applications to the appropriate Certifying Member for processing.

5.06 **Meetings for Continued UCP Monitoring**

The UCP, through its Executive Committee, shall hold a statewide membership meeting at least once a year or more often as needed for continued monitoring of the UCP, and on-going processes.

5.06.1 The Executive Committee shall notify UCP Members in writing of the date and location of the meeting at least (30) thirty days in advance of the meeting.

5.06.2 A majority of those recipients having agreed in writing to participate as members of the UCP shall constitute a quorum for conducting UCP business.

5.06.3 When a quorum is established at a meeting, a majority vote of those members present and voting shall be required to pass on a matter.

ARTICLE 6 – CERTIFICATION PROCEDURES

6.01 **Certification Application**

UCP Members agree to utilize the USDOT Disadvantaged Business Enterprise Certification Application format attached as Exhibit A.

6.02 **Certification Process**

The UCP and its Members shall follow DBE certification processes and adhere to standards set forth in 49 CFR Part 26, Subparts D and E, Certification Procedures, as well as those guidelines set forth herein or otherwise attached hereto.

6.03 **Certification Site Visits**

Certifying Members shall conduct a site visit to the principal place of business of an applicant firm prior to DBE certification and submission or direct input via the Internet to the DBE Directory.

(a) Certifying Members will utilize the On-Site Review Checklist, which is included as Exhibit D herein.

(b) Certifying Members may conduct site visits for one another when requested, in instances where the member requested is geographically close to the DBE's location.

ARTICLE 7 – APPEALS, COMPLAINTS AND DISPUTES

7.01 **Appeals/Third Party Complaints**

DBE Certification appeals and third party complaints may only be filed with the Certifying Member whose action is being appealed or complained about and shall be handled in accordance with 49 CFR Part 26, Sections 26.85, 26.87, and 26.89.

7.02 **Member Agreement**

This Agreement recognizes that each Certifying Member has a DBE Program Plan approved by USDOT, and that each such Program Plan may be unique. Therefore, it is herein agreed, that actions under this Section shall, in addition to the foregoing requirements of 49 CFR Part 26, comply with the process and procedure provided for in those individual DBE Program Plans.

External or Internal Complaints regarding certification decisions of a Certifying Member may only be filed with that Certifying Member, and shall be processed in accordance with 49 CFR Part 26, Section 26.87, or as otherwise provided for herein.

7.03 **Notice Requirements**

An action by a Certifying Member (certification denial, de-certification, etc.) shall be in writing, and shall:

(a) Be delivered via Certified U.S. Mail, Return Receipt Requested.

(b) Be specific as to the action being taken.

(c) Be specific as to the basis of the action.

(d) Be specific as to the facts relied upon.

(e) Advise the party of the right to appeal.

(f) Provide detailed information on the appropriate appeal process.

7.04 **Member Disputes**

UCP Members shall make every effort to resolve disputes that may arise between them.

7.04.1 **Unresolved Member Disputes**

When UCP Members are unable to resolve an internal dispute, the matter will be submitted to the Executive Committee for resolution. The decision of the Executive Committee shall be binding on all those UCP Members subject to the provisions of 49 CFR Part 26.

ARTICLE 8 – TRAINING

8.01 **Executive Committee Oversight**

The Executive Committee shall retain DBE certification oversight of UCP Members. FDOT will be responsible for DBE certification training of UCP Members. Upon approval of the Executive Committee, FDOT may provide, or otherwise arrange for, DBE certification training for any Certifying Member upon request or it may require a Certifying Member to attend DBE certification training in order to ensure compliance with the provisions of this Agreement and 49 CFR Part 26.

8.02 **Training Costs**

Certifying Members requesting DBE certification training through FDOT, or who have been required to obtain such training, agree to bear the costs and expenses for said training.

ARTICLE 9 – DBE DIRECTORY

9.01 **Organization of the Directory**

The DBE Directory shall be organized and maintained by FDOT, using industry standard state-of-the-art software. All UCP Members agree to maintain compatible software and systems in order to best use the electronic DBE Directory, and to timely provide DBE certification information and updates for the DBE Directory.

9.02 **Availability**

The DBE Directory shall be available electronically on the Internet (and in printed form, when requested) to UCP Members, contractors, and other interested parties.

ARTICLE 10 – FEES/COSTS

10.01 **UCP Fees**

The UCP may assess its Members such fees as may, from time to time, be required in order to operate and maintain the UCP, ensuring that resources and expertise are sufficient.

The Executive Committee shall certify the need for a fee assessment to Members at statewide membership meeting, and shall recommend a fee amount to the Members.

Members shall vote to approve the imposition of any such fee.

UCP Members that receive less that $250,000.00 annually from USDOT shall be exempt from the payment of any such fees.

10.02 **DBE Applicant Firms**

Certifying Members may charge a reasonable fee for DBE certification application processing.

ARTICLE 11 – GENERAL PROVISIONS

11.01 **Exhibits**

All exhibits to this Agreement are incorporated herein by reference and made a part hereof.

11.02 **Interpretation**

Article and section headings and Table of Contents are for convenience only and shall not affect construction of this Agreement.

11.03 **Amendments**

This Agreement may not be amended, modified, or supplemented except by an instrument in writing agreed to the UCP Members. Not withstanding the foregoing, should any provisions of 49 CFR Part 26 be changed or modified, corresponding provisions of this Agreement shall be modified accordingly.

11.04 **Compliance with Law**

UCP Members agree that the operation of this Agreement and performance of all obligations hereunder shall at all times comply with 49 CFR Part 26 and with applicable federal and state laws.

11.05 **Signed Agreement**

This Agreement will become effective upon approval by the Secretary of USDOT, and will be fully operational within (18) eighteen months of approval.

By executing the Signature and Declaration of Status page of this Agreement recipients agree to become Members of the UCP, and agree to accept the terms and conditions of this Agreement.

Following USDOT approval, a recipient may become a member by submitting a fully executed Signature and Declaration of Status page from this Agreement to the Executive Committee, which shall be delivered to FDOT's Equal Opportunity Office, where it shall remain on file.

11.06 **Severability**

Should any part, term, portion, or provision of this Agreement be in conflict with any law of the United States or of the State of Florida, or otherwise be unenforceable or ineffectual, the remaining provisions shall be deemed valid and severable, and not affected thereby.

11.07 **Successors**

This Agreement shall be binding upon and inure to the benefit of any successors or assigns of the UCP Members.

11.08 **Execution**

Execution of this Agreement by UCP Members shall comply with appropriate procedures, resolutions, authorized signatures, and required filings pursuant to the law governing each UCP Member. This Agreement will be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF FLORIDA

UNIFIED CERTIFICATION PROGRAM (UCP) AGREEMENT

SIGNATURE AND DECLARATION OF STATUS

In witness whereof, *the UCP Members execute this Agreement, prepared on _____ by authorized signatures and attached resolutions if appropriate.*

_____

Signatory Entity (Printed)

_____

_____

Name and Title (Printed)

_____

Signature

Attest:

_____

Name and Title

_____

Signature

This _____ day of _____, 20____

Approved as to form:

_____

Attorney for Signatory

Certifying Member Status ☐ Non-Certifying Member Status ☐

Attachment 10 Small Business Element Program

Objective (49 CFR Part 26.39)

Recognizing that the DBE Program goals should be met through a mixture of race conscious and race neutral methods and, that, by definition, DBE firms are small businesses, the City of Kissimmee implemented a small business element into its DBE policy in accordance with applicable law. The City of Kissimmee is including this element to facilitate competition by and expand opportunities for small businesses. The City of Kissimmee is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. The City of Kissimmee will monitor and track SB Element through the collection and reporting of firm information collected through the Bid Collection Form. The City of Kissimmee will meet its objectives using a combination of the following methods and strategies:

1. Unbundling: The City of Kissimmee, where feasible, may “unbundle” projects or separate large contracts into smaller contracts which may be more suitable for small business participation. Large contracts will be defined as those projects over $7.5 million. The City of Kissimmee will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be “unbundled” or bid separately. This determination will be made based on the estimated availability of small businesses able to provide specific scopes of work and will consider any economic or administrative burdens which may be associated with unbundling. Similarly, the City of Kissimmee will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses. The City of Kissimmee will assist prime contractors or prime consultants in identifying portions of work, which may be unbundled and performed by small businesses. The City of Kissimmee will document the factors used to determine whether an FAA-assisted contract will be unbundled or bid separately.
2. Outreach and technical assistance: The City of Kissimmee sponsors and participates in outreach and training opportunities for small businesses through various opportunities. The City of Kissimmee staff will participate in business outreach sessions conducted by the city and non-profit agencies, which are designed to introduce small and minority-

owned businesses to the City of Kissimmee's procurement processes and practices. The City of Kissimmee advertises contracting opportunities through various outlets, including local newspapers, minority-based publications, and trade publications as well as on its website.

3. The City of Kissimmee will utilize various methods to facilitate small business participation. In each FAA-assisted contract, the DBELO will document the method in which the small business element will be implemented (i.e. unbundling and/or outreach) and the process by which those methods were considered.

Definitions

1. Small Business: Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121). A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period.
2. Disadvantaged Business Enterprise: A for-profit small business (as defined by the Small Business Administration):
    - That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals.
    - Whose socially and economically disadvantaged owners do not exceed the personal net worth (PNW) described in 49 CFR Part 26. The current PNW cap is $2,047,000.
    - Whose average annual gross receipts, as defined by SBA regulations over the firm's previous three fiscal years is less than the standard appropriate to the types of work based solely on the applicable NAICS codes size standards.
    - Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
    - Has been certified as a DBE by the Florida Department of Transportation (FDOT) in accordance with 49 CFR 26.

For the purposes of the small business element of the City of Kissimmee's DBE Program, small businesses, which are also owned and controlled by socially disadvantaged individuals will be

encouraged to seek DBE certification. Only DBE certified firms will be counted towards DBE race-neutral participation on FAA-assisted contracts.

Certification and Verification Procedures

The City of Kissimmee will accept the following certifications for participation in the small business element of the City of Kissimmee's DBE Program with applicable stipulations:

1. FDOT DBE Certification – Current DBE Certification by the FDOT which stipulates that a firm has been determined to meet all the requirements in accordance with 49 CFR Part 26. All certification determinations are evidenced by a letter of DBE certification issued by FDOT.
2. FDOT Small Business Enterprise (SBE) – Will require submittal of three years of business tax returns and the FDOT SBE Certification.
3. SBA 8(a) Business Development Certification (as described in 13 CFR Parts 121 and 124) - will require submittal of three years of business tax returns.

Special Note: Minority and women-owned business enterprises, which are awarded contracts under the small business enterprise set aside will be strongly encouraged to seek DBE certification to be counted towards race neutral DBE participation.

Implementation Schedule

The City of Kissimmee approved the Small Business Element of the DBE Program on (Date) _____ and will implement it within two months of the FAA's approval of this element.

Assurances

The City of Kissimmee makes the following assurances:

1. The DBE Program, including its small business element is not prohibited by state law.
2. Certified DBEs that meet the size criteria established under the DBE Program are presumptively eligible to participate in the small business element of the DBE Program.
3. There are no geographic or local preferences or limitations imposed on FAA-assisted contracts and the DBE Program is open to small businesses regardless of their location.

4. There are no limits on the number of contracts awarded to firms participating in the DBE Program.
5. Reasonable effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses.
6. Aggressive steps will be taken to encourage those minority and women-owned firms participating in the small business element of the DBE Program that are eligible for DBE certification to become certified.

Form included on the next page.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

SMALL BUSINESS AFFIDAVIT

Submit completed form to smallbusiness@dot.state.fl.us

Firm Type (select only one option below):

- ☐ **Construction Firms and all other Non-Professional Services Firms**
- ☐ **Professional Services**

Firms must be registered in MyFloridaMarketPlace (MFMP) before the Department is able to add to the small business database. Information to register with MFMP is available here: http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace

Please note: Completion of this form and listing on the small business site does not constitute Prequalification with FDOT.

Contractors who wish to become prequalified with FDOT in construction work classes should go to: https://www.fdot.gov/contracts/prequal-info/prequalified.shtm

Consultants who wish to become prequalified with FDOT in Professional Services work types should visit: https://www.fdot.gov/procurement/prequalification.shtm

Business Name _____

Business Address _____
Street City State Zip

Mailing Address _____
Street City State Zip

Telephone _____ Other _____

Business Owner _____

E-mail _____ Date Business Established _____

Federal Employer Identification Number _____

FDOT Districts I am interested in performing work in: (Please check all that apply)

☐ District 1	☐ District 4	☐ District 7
☐ District 2	☐ District 5	☐ Turnpike
☐ District 3	☐ District 6	☐ Central Office

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

SMALL BUSINESS AFFIDAVIT

I, _____ am an owner or duly authorized representative of

_____ (Proposer/name of business), and I do hereby declare:

This business:

☐ Meets the definition for a small business pursuant to Section 337.027, F.S.

- Gross revenues, three year average (include affiliate businesses) $ _____

Pursuant to Section 337.027, F.S., a small business means a business with yearly average gross receipts of less than $15 million for road and bridge contracts and less than $6.5 million for professional and nonprofessional services contracts. A business' average gross receipts is determined by averaging its annual gross receipts over the last three years, including the receipts of any affiliates as defined in Section 337.165, F.S.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the State of Florida Department of Transportation deemed necessary to verify the statements made in this affidavit or regarding the ability, standing and general reputation of the Proposer. I declare, under penalty of perjury, that the information provided above and any supporting documents are true and accurate to the best of my knowledge. By submittal of the Affidavit certification, you are affirming that your firm meets the definition for a small business, pursuant to s. 337.027, F.S. It is the responsibility of the owner/authorized representative to inform the Department within 30 days of any change that would affect your small business eligiblity, including average gross revenues over the prior three years exceeding the small business size threshold. Changes that would affect eligibility should be communicated to smallbusiness@dot.state.fl.us. This certification is good for one year or until your firm exceeds the small business threshold, whichever is earlier. To ensure regulatory compliance and accountability for the Business Development Initiative program, firms agree to furnish any pertinent information to verify the statements in this Small Business Affidavit Certification, upon request by the Department. If financial documents are not timely provided within 10 business days, or financial documents do not confirm small business eligibility, the Department reserves the right to revoke this small business certification.

_____ _____

Owner/Authorized Representative Signature *Date*

_____

Owner/Authorized Representative Printed Name & Title

Notary:

STATE OF _____

COUNTY OF _____

Before me, the above signed authority, personally appeared _____, who is personally known to me or has produced _____ (type of identification) identification and is duly sworn, deposes and says that he/she is authorized to represent _____ (business). Sworn and subscribed to before me this _____ day of _____, _____.

_____ _____

(*Notary Signature*) My Commission Expires:

ITEM 7.O
Space/Use Permit Renewal for Terry's Electric

Request

Renew a Space/Use Permit (SUP) for Terry's Electric, Inc. (contract #20240319).

Explanation

The current Space/Use Permit (SUP) with Terry's Electric for storage on airport property expires on September 30, 2025. They have requested to renew their Space/Use Permit for a period of two years at the current fair market rate.

The new Space/Use Permit will be effective October 1, 2025, through September 30th, 2027. The monthly rent explanation for the SUP is 87,120 SF x $0.21 = $18,295.26 + $1,372.14 (7.5% sales tax) = $19,667.40, monthly = $1,638.95.

Recommendation

Renew a Space/Use Permit (SUP) for Terry's Electric, Inc.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
1. (S) Terry's Electric Space Use Permit 2027

CITY OF KISSIMMEE
KISSIMMEE GATEWAY AIRPORT

SPACE/USE PERMIT

THE CITY OF KISSIMMEE, hereinafter referred to as "City" by its execution hereof, hereby authorizes the following person or entity, **Terry's Electric,** hereinafter referred to as "Permittee," to conduct business and/or occupy space at Kissimmee Municipal Airport, hereinafter referred to as "the Airport" for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Permittee.** The name, address and telephone number of the Permittee hereunder are as follows:

   Name: **Mr. John P. Neveu**
   Terry's Electric

   Address: **600 N. Thacker Avenue**
   Kissimmee, FL 34741

   Telephone: **407-572-2100**

2. **Business to be Conducted.** Permittee is authorized to conduct the following business at the Airport:

   Open Storage of materials.

3. **Space to be Occupied.** Permittee is authorized to use the following space at the Airport: Approximately two (2) acres of property bounded by Hoagland Boulevard to the east, an east-west ditch on the north, the retention pond on the west and access road on the south as shown on the attached Exhibit "A".

4. **Term**. This Permit is effective from **October 1, 2025,** through **September 30, 2027,** unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this Permit prior to the date upon which it would otherwise expire by giving the other party at least thirty (30) days written notice of intention to do so.

5. **Consideration.** In consideration of the rights granted hereunder by City, Permittee hereby agrees to pay to City, without demand, on the first day of each calendar month during the term hereof, in advance, without set-off or deduction, the following sum or sums, plus all sales, use, ad valorem, or any other taxes due thereon:

   87,120 SF x $0.21 = $18,295.26 + $1,372.14 (7.5% sales tax) = $19,667.40 monthly = $1,638.95

   In the event that the term of this Permit shall commence or end on any day other than the first and last day, respectively, of a calendar month, the consideration due hereunder for a portion of such month shall be pro-rated on a per-diem basis, and the first payment shall be due on or before the effective date hereof. All payments due hereunder shall be remitted to the Office of the Airport Director unless otherwise stated.

6. **Amount of Insurance Required.** The amount of comprehensive general liability and automobile liability insurance required to be carried by Permittee $100,000.00.

7. **Security Deposit.** The amount of the security deposit to be held is N/A.

8. **Additional Terms and Conditions.** Permittee does hereby agree to abide by all the terms and conditions attached hereto. Storage area is to be completely enclosed by a minimum six-foot-high standard security fence. View of materials will be screened from view on all sides. Fabric screening will not be authorized. Experience has shown that fabric screening material attached to fences does not stand up to weather extremes and requires frequent replacement and repair. Permitor will be the sole judge of the adequacy of screening effectiveness.

9. **Default**. If either party fails to perform or comply with the terms of this permit, then either party may declare a default and terminate this permit immediately.

10. **Waiver of Jury Trial/Venue.** It is mutually agreed by and between the Permittee and the City that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida. In any such action the prevailing party shall be entitled to an award of attorney fees, including those incurred in appellate proceedings.

CITY OF KISSIMMEE

_____
By: Mayor/Commissioner-Jackie Espinosa

Date: _____

ATTEST:

_____
City Clerk

PERMITTEE

_____
John P. Nevey
President
Name-Title

_____
Corporate Seal (or Notary Seal)

Approved as to form and correctness.
this _____ day of _____, 2025.

_____
City Attorney

Exhibit A



ITEM 7.P
License Agreement Between Kissimmee Gateway Airport and Florida Department of Transportation

Request

Approval of License Agreement (contract #20250384) between Kissimmee Gateway Airport and the Florida Department of Transportation to support emergency response team activities.

Explanation

The Florida Department of Transportation desires to establish an agreement to use a 10-acre parcel of the Kissimmee Gateway Airport on a temporary basis in the event of an emergency. The site would provide space to use as a “basecamp” to support personnel, equipment, materials, etc., during a declared state of emergency issued by the Governor or President. The Agreement does not hold the City/Airport liable during the use and the site will be restored when the use is completed.

Recommendation

Approval of License Agreement between Kissimmee Gateway Airport and the Florida Department of Transportation to support emergency response team activities.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
1. (S) License Agreement by and Between City of Kissimmee and Florida Department of TransportationV2

LICENSE AGREEMENT
BY AND BETWEEN
the CITY of KISSIMMEE
AND
FLORIDA DEPARTMENT OF TRANSPORTATION

This LICENSE AGREEMENT ("Agreement") is executed and effective this _____day of _____, 2025 ("Effective Date"), by and between the City of Kissimmee ("City"), and The Florida Department of Transportation, an executive agency of the State of Florida ("Licensee," and both City and Licensee together referred to as the "Parties").

RECITALS:

WHEREAS the City of Kissimmee owns and operates the Kissimmee Gateway Airport located in Kissimmee, Osceola County, Florida; and

WHEREAS Licensee is desirous of utilizing a location at Kissimmee Gateway Airport to support its emergency response team activities in the event Licensee needs to mobilize during a declared state of emergency; and

WHEREAS the City is amenable to licensing a portion of land at Kissimmee Gateway Airport to Licensee as defined herein and, inasmuch as Licensee is a public entity, this Agreement is exempt from competition pursuant to Section 2.05(A)(10) of City's Procurement Code;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, City and Licensee do hereby acknowledge the above recitals as true, and mutually undertake and agree to the following terms and conditions:

1. Premises: City hereby licenses to Licensee use of approximately 12.7 acres of land as depicted on the attached Exhibit A ("Premises"). Licensee shall have exclusive rights to a portion of the Premises when in use for staging, fueling and/or other base camps functions. City will deliver said Premises in "AS IS" condition and City grants no warranties or representations, express or implied, with regard to such.

2. Rights and Uses: The Premises will be available and utilized by Licensee into response to a state of emergency declared by the Governor or the President for the limited purpose of establishing and operating base camp facilities. Base camp facilities, include, without limitation, sleeping quarters, dining facilities, meeting rooms, communications equipment, latrines, showers, hand-washing stations, vehicle parking and temporary storage of equipment, materials and tools utilized by Licensee's employees and contractors. No other uses of the Premises are permitted unless agreed to in writing by the Parties prior to said use. City will not be liable for Licensee's use of the Premises, authorized or otherwise, nor will City be liable for the suitability of the Premises for Licensee's intended and/or contemplated use thereof.

3. Initial Term: The term of this Agreement ("Term") shall be for one (1) year, beginning on the Effective Date.

4. Renewal Options: The Term of this Agreement may be renewed for up to four (4) additional one (1) year periods (each an "Additional Term") upon mutual agreement of both Parties by giving written notice to the other party at least 90 days in advance of the expiration of the Initial Term or any Additional Term.
Notwithstanding the foregoing, the Term of this agreement, including Additional Terms, shall not exceed five (5) years without formal approval of City's Board.

All reports and other correspondence should be addressed as indicated in the Article hereof entitled, "Notices and Communications."

5. Notices and Communications: All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses set forth below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by email, in which case notice shall be deemed delivered upon receipt of confirmation of transmission of such email notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt.

To City:

Address for written notices:

Director of Aviation
Kissimmee Gateway Airport
401 Dyer Blvd,
Kissimmee, FL 34741

Addresses for email notices:

Shaun.germolus@kissimmee.gov

using the subject line - Re: FDOT/Kissimmee Gateway Airport and reason for the notice (e.g., emergency response, base camp mobilizing, request for improvements).

To Licensee:

Ronald J. Meade
District Emergency Management Coordinator
Florida Department of Transportation
719 S Woodland Blvd, Deland, FL 32720
ron.meade@dot.state.fl.us
andrew.jenkins@dot.state.fl.us

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this Article.

6. Obligations of Licensee: Licensee shall:

A. Provide no less than 72-hour notice prior to occupying and using the Premises. In the event less than 72-hour notice is provided, Licensee must contact Airport Management for access accommodations.

B. Be responsible for maintaining the Premises and ensuring safe parking and storage conditions for its employees and subcontractors. Licensee, its employees, and subcontractors will abide by all security protocols and operating procedures directed by City.

C. Remove all vehicles, equipment, and materials upon termination of this Agreement or upon request from City.

D. Conduct its operation hereunder in a safe, orderly and proper manner, as to not disrupt other users and operations at the Airport,

E. Not commit any nuisance, waste, or damage to the Premises and shall not do or permit to be done anything that may result in the creation, commission, or maintenance of such nuisance, waste, it damage to the Premises.

Additionally, upon termination of this Agreement, City reserves the right to require the Licensee to return the Premises to its original condition, defined as the condition of the Premises prior to the use and occupancy by

Licensee. including leveling and grading to ensure proper drainage, along with the application of grass seed or sod.

Upon termination or expiration of this Agreement, City reserves the right to remove and dispose of any and all vehicles, equipment, supplies, materials and/or other items abandoned by Licensee, at Licensee's expense, which expense will include but may not be limited to removal, clean-up and disposal fees and costs, as well as costs associated with the application of grass sod or seed. The City shall provide the Licensee with a minimum of ten (10) clays prior written notice identifying what vehicles, equipment, supplies, materials and/or other items it deems abandoned arid indicating its intent to remove and dispose of the same.

7. Obligations of City: City will provide a designated means of access to the Premises and will not unreasonably interfere with Licensee's use and enjoyment of the Premises.

8. City's Rights: City will not be liable for, or required to make, any repairs or perform any maintenance upon the Premises. Notwithstanding the foregoing, any and all requests for maintenance upon the Premises by Licensee must have prior written approval from the City.

9. Leasehold Improvements: Notwithstanding any requirements or obligations contained herein, Licensee will make no alterations or improvements to the Premises without the prior written consent of the City. Any improvements or alterations made by Licensee and approved by the City, either to the Premises or within _____, as required to support operations within the Premises. Any changes or additions to Licensee Improvements shall require further City review and approval.

10. Compliance With Laws, Regulations, Ordinances, Rules: Licensee will at all times comply with applicable federal, state, and local laws and regulations, Airport Rules and Regulations, and the City Leasehold Development Standards and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, City or Airport Management including but not limited to permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations, and any other operational matters related to the operation of the Airport. This will include but not be limited to Licensee precluding its employees, subcontractors, customers, or invitees from entering upon any restricted area of the Airport as noted in procedures, rules, or regulations of the federal, state, or local governments or the City.

11. Hold Harmless/Indemnification: Only to the extent permissible under applicable Florida Law, not to exceed the limitations of liability for tort actions set forth In §768.28, Florida Statutes, and subject to specific appropriation from the Legislature, Licensee will fully indemnify, defend, and hold City harmless from and against all claims or actions and all expenses incidental thereto based upon or arising out of the damages or injuries of every description whatsoever to persons or property due to the use by Licensee of the Premises under this Agreement excluding only the negligence or willful misconduct of City, its officers, agents, or employees. The undersigned on behalf of Licensee hereby waive any and all claims, causes of action, rights, or privileges it may have against the City resulting from the permitted use under this Agreement and access to the Premises excluding only the negligence or willful misconduct of the City, its officers, agents, or employees. The Parties are public entities existing under the laws of the State of Florida and are, therefore, protected by the provisions of Florida Statute 768.28 and related statutes. Any indemnification, attorneys' fees, or related obligations assigned hereunder are limited to the provisions of Florida Statute 768.28 and related statutes. Nothing in this Agreement will be deemed or otherwise interpreted as a waiver of either Party's sovereign immunity protections, or as increasing the limits of liability set forth in Florida Statute 768.28 and related statutes, as the same may be amended from time to time**.**

12. Compliance with Environmental Laws: Licensee will comply with all applicable Environmental Laws insofar as they relate to Licensee's operations at the Airport and Licensee accepts full responsibility and liability for such compliance.

13. Environmental Representations: The term "Hazardous Materials" will be defined to include any substance identified as "hazardous substances" in the Comprehensive Enforcement Response, Compensation and Liability

Act of 1980, 42 U.S.C. Section 9601 et seq., as amended ("CERCLA") or identified as "hazardous waste" in the Resource Conservation and Recovery Act, 42 U.S. C. Section 6901 et seq., as amended ("RCRA") or other similar applicable federal or state laws and regulations (collectively, "Environmental Laws"), including but not limited to materials such as asbestos PCB's and urea-formaldehyde.

The term "Hazardous Waste" will be defined to include any substance identified as "hazardous waste" in 40 C.F.R. Parts 2260-265 and appendices, promulgated pursuant to the RCRA and Rule 62-730, Florida Administrative Code, as amended.

Notwithstanding any other provisions of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Licensee. Licensee hereby expressly warrants, guarantees, and represents to City, upon which City expressly relies that:

A. Licensee is knowledgeable of any and all federal, state, regional, and local governmental laws, ordinances, regulations, orders, and rules, without limitation, which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Licensee of its operations pursuant to or upon the Premises. Licensee will keep informed of future changes in environmental laws.

B. Licensee will comply with all applicable federal, state, regional, and local laws, regulations, and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility and liability for such compliance.

C. Licensee will, prior to commencement of any such operations pursuant to this License, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof.

D. Licensee, its employees, agents, contractors, and all persons working for, or on behalf of Licensee, have been fully and properly trained in the handling and storage of all such hazardous waste materials and other pollutants and contaminants; and such training complies with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders, and standards which are now or are hereinafter promulgated.

E. Licensee will neither handle nor store any toxic waste or unsuitable materials on the Premises.

F. Licensee will provide City satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required.

G. Licensee will cooperate with any investigation, audit, or inquiry by City or any governmental agency regarding possible violation of any environmental law or regulation.

14. Environmental Remediation: With regard to any contamination caused by Licensee or arising by reason of Licensee's use or occupancy of the Premises, Licensee will immediately take such action as is necessary to cleanup and remediate the Premises at its own expense in accordance with applicable Environmental Laws. The remediation must continue until the Governmental Authorities with jurisdiction have determined that no further action is necessary; it being understood and agreed that Licensee will be obligated to clean up and remediate the Premises to achieve such standards or clean up levels as are reasonably required by the City for properties at the Airport. If the City is unable to lease the Premises during the period of clean up and remediation due to the environmental condition or clean-up work being performed, in addition to any other damages, Licensee will pay to City lost rent and/or costs associated with lost use of the Premises.

15. Federal Storm Water Reputations: Licensee acknowledges that certain properties and uses of properties within the Airport or on City owned land are subject to federal storm water regulations as set forth in 40 CFR Part 122. Licensee will observe and abide by said regulations as applicable to the Premises thereof.

Licensee will participate in any City-organized task force or other work group established to coordinate storm water activities at the Airport. In addition, Licensee will participate in City's Environmental Compliance Program and is subject to and agrees to periodic inspections conducted by Airport staff to monitor the management, handling, storage, and disposal practices associated with any vehicle, substances, hazardous substances, or waste materials.

Licensee will be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures to the extent resulting from the improper use, handling, storage, or disposal of all pollutants or contaminated materials, as same are defined by law, by Licensee or by Licensee's employees, invitees, suppliers, or service providers regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Licensee pursuant to the terms of this Agreement.

16. Rights Reserved to City: Rights not specifically granted to Licensee by this Agreement are expressly and independently reserved to City. City expressly reserves the right to prevent any use of the described Premises which would interfere with or adversely affect the operation or maintenance of the Airport and City's tenants, or otherwise constitute an Airport or general hazard.

Signature Page Following

City and Licensee agree to the terms and conditions contained herein. Each of the Parties hereto agrees that it will execute and file or record such documents and instruments and perform such acts as any party may from time-to-time reasonably request of the other or as may be necessary to effectuate the intents and purposes of this Agreement.

City: of Kissimmee

Signature: _____

Printed Name: _____

Title: _____

Licensee: Florida Department of Transportation

Signature: _____

Printed Name: Ronald J. Meade

Title: District Emergency Coordination Officer (DECO)

Attestors for City:

Signature: _____

Printed Name: _____

Title: _____

Attestors for Licensee:

Signature: _____

Printed Name: _____

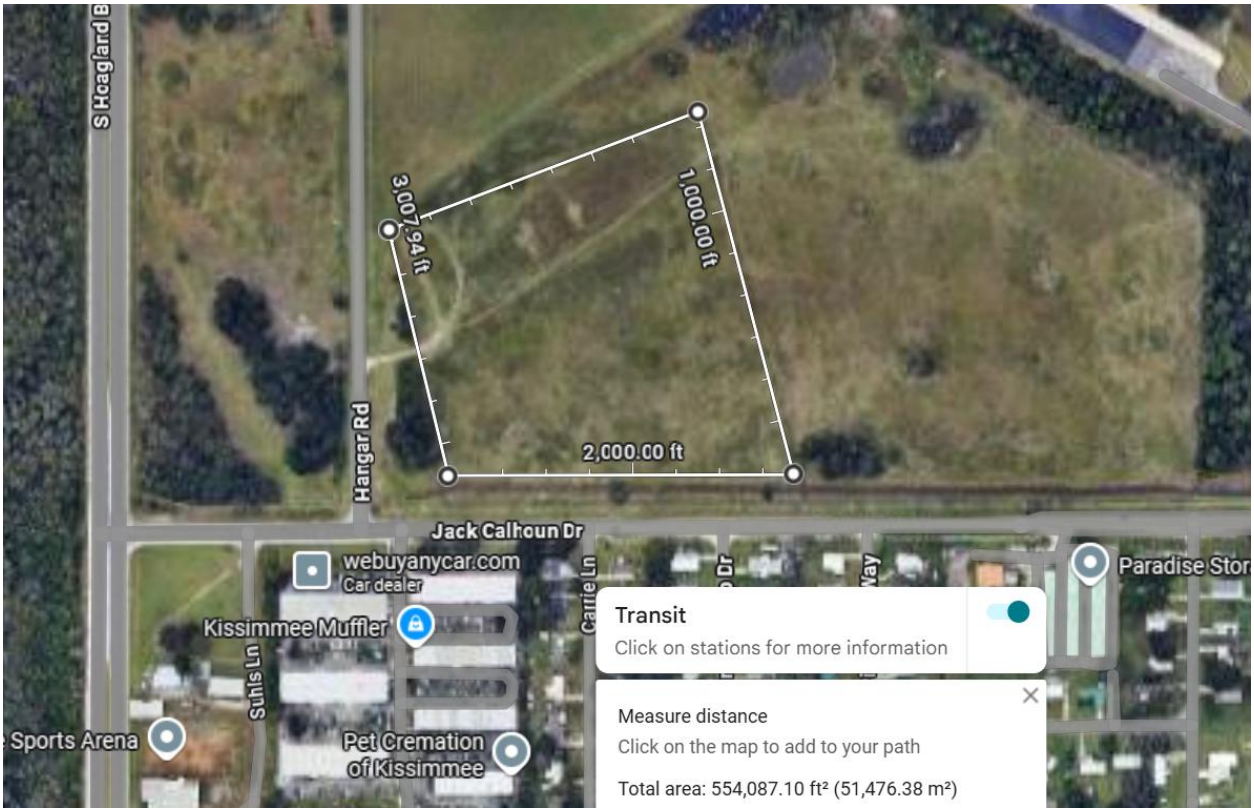
Title: FDOT District Five Legal Review

Signature: _____

Printed Name: _____

Title: _____

Approved as to Form for the Use and Reliance of the City of Kissimmee only.


S Hoagland B
3,007.94 ft
1,000.00 ft
2,000.00 ft
Hangar Rd
Jack Calhoun Dr
webuyanycar.com
Car dealer
Kissimmee Muffler
Suhls Ln
Carrie Ln
Sports Arena
Pet Cremation of Kissimmee
Paradise Stor
Transit
Click on stations for more information
Measure distance
Click on the map to add to your path
Total area: 554,087.10 ft² (51,476.38 m²)

ITEM 7.Q
Tyler Software Service Agreement

Request

Approval of the annual Software as a Service (SaaS) payment to Tyler Technologies for the amount of $599,742.50

Explanation

In 2018, the City acquired Tyler Technologies' Enterprise Resource Planning (ERP) and Enterprise Permitting and Licensing (EP&L) software suites. In October 2024, the Commission authorized the transition from the original on-premise deployment to a cloud-based Software as a Service (SaaS) model.

This item seeks approval for the second annual payment under the SaaS agreement for fiscal year 2025-26 in the amount of $599,742.50. The annual fee includes comprehensive coverage for software access, server infrastructure, cybersecurity measures, and data backup and recovery services.

The City retains full ownership of its data and the perpetual software license originally purchased. Per the terms of the agreement, years two and three will automatically renew.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10460103 505456	N/A	Decrease	$ 588,000	$ 599,742.50

Financial Summary:

The City is exercising the option in this agreement to renew automatically for two additional years with an annual increase not to exceed 5% per year. There is currently $97,000 remaining in this FY25 budget line item which will be carried forward to make up the difference in the FY26 budget and to allow additional licenses for the future.

Recommendation

Approval of Year Two SaaS Payment for Tyler Technologies ERP and EP&L Suites in the amount of $599,742.50

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology
Presenter:

Attachment(s):
None

ITEM 7.R
Temporary Space Use Agreement – Carroll Street/Thacker Avenue Parcel

Request

Approval of a Space Use Permit agreement between the City of Kissimmee and Harris-McBurney Company (Contract #20250417) for the temporary use of a City-owned property located off Carroll Street and Thacker Avenue (0 N Thacker Avenue) for material and equipment storage related to a Toho Water Authority project.

Explanation

Harris-McBurney Company, a contractor performing work for Toho Water Authority, has requested to lease a portion of the City's vacant property located at 0 N Thacker Avenue, Kissimmee, FL 34741 (Parcel ID: 08-25-29-0000-0010-0000) for temporary use as a laydown and storage yard to support active infrastructure work in the area.

The permitted area is approximately 200 feet by 200 feet (equivalent to 40,000 square feet). The term of the agreement is 120 days, from October 8, 2025, through February 8, 2026. Monthly rent is calculated at a rate of $0.18 per square foot per year, totaling $600 per month. Should the contractor need additional time, an extension clause is included, with approval at the City Manager's discretion, provided it does not interfere with City operations.

The use is limited to open storage of materials and equipment directly associated with a Toho Water Authority project. The agreement also includes requirements for insurance coverage, site maintenance, and compliance with City provisions.

Recommendation

Approval of the Space Use Permit agreement between the City of Kissimmee and Harris-McBurney Company for temporary use of City property located at 0 N Thacker Avenue.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) Space Use Agreement _ 0 N Thacker Ave

CITY OF KISSIMMEE

SPACE/USE PERMIT

THE CITY OF KISSIMMEE, hereinafter referred to as "City" by its execution hereof, hereby authorizes the following person or entity, **HARRIS-MCBURNEY COMPANY,** hereinafter referred to as "Permittee," to conduct business and/or occupy space at 0 N. Thacker Ave, Kissimmee, Florida 34741, hereinafter referred to as "Leased Premises" for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Permittee.** The name, address and telephone number of the Permittee hereunder are as follows:

   Name: Harris-McBurney Company

   Address: 2120 US Hwy 301 N
   Tampa, FL 33619

   Telephone: 813-616-7171 (office)
   813-951-0251 (cell)

2. **Business To Be Conducted.** Permittee is authorized to conduct the following business at the vacant property:

   Open storage of equipment and materials associated with a Toho Water Authority (TWA) Project.

3. **Space to be Occupied.** Permittee is authorized to use the following space:

   Approximately forty thousand (40,000) square feet (8.27 acres) of property bounded by W Carroll Street and N Thacker Avenue Parcel 08-25-29-0000-0010-0000 as shown on the attached **Exhibit "A"**.

4. **Term**. This Permit is effective from **October 8, 2025,** through **February 8, 2026,** unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, however, either party hereto have the right to terminate this Permit prior to the date upon which it would otherwise expire by giving the other party at least thirty (30) days written notice of intention to do so. Any extension to this term may be granted by the City Manager at the request of the Permittee, if such extension does not interfere with City operations and capital improvements projects.

5. **Consideration.** In consideration of the rights granted hereunder by City, Permittee hereby agrees to pay to City, without demand, on the first day of each calendar month during the term hereof, in advance, without set-off or deduction, the following sum or sums, plus all sales, use, ad valorem, or any other taxes due thereon:

40,000SF x $0.18 = $7,200.00
monthly = $600.00

In the event that the term of this Permit shall commence or end on any day other than the first and last day, respectively, of a calendar month, the consideration due hereunder for a portion of such month shall be pro-rated on a per-diem basis, and the first payment shall be due on or before the effective date hereof. All payments due hereunder shall be remitted to the Finance Department unless otherwise stated.

6. **Amount of Insurance Required.** General liability and automobile liability insurance with coverage limits of not less than minimum of $1,000,000.00, each occurrence combined single limit for Bodily Injury and Property Damage, including coverage for premises/operations, contractual liability, products/completed operations, broad form property damage, cross liability, and severability of interest clause. This insurance policy must be written in an "occurrence" based format. Permittee shall, prior to commencing the use of the property shall furnish evidence to the City of Kissimmee of required insurance policies naming City of Kissimmee as additional insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida.

7. **Security Deposit.** The amount of the security deposit to be held is N/A.

8. **Additional Terms and Conditions.** Permittee does hereby agree to abide by all the terms and conditions attached hereto. Storage area is to be maintained by the Permittee in a manner where it does not interfere with the neighboring properties. The City reserves the right to require the Permittee to shift or relocate equipment or materials during the term of this permit if deemed necessary by the City.

9. **Default**. If either party fails to perform or comply with the terms of this permit, then either party may declare a default and terminate this permit immediately.

10. **Waiver of Jury Trial/Venue.** It is mutually agreed by and between the Permittee and the City that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida. In any such action the prevailing party shall be entitled to an award of attorney fees, including those incurred in appellate proceedings.

Signature Page To Follow

PERMITTEE:

President HMoB

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 26th day of September, 2025, by Gerry Gilbert, as President of Harris-McBurney Company, a corporation organized under the laws of the State of Florida, who is ☒ personally known to me or ☐ who has produced N/A as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Seal:

MARYANNA L STEMPLE
Notary Public - State of Florida
Commission # HH 653824
My Comm. Expires Jun 6, 2029
Bonded through National Notary Assn.

Maryanna L Stemple
Notary Public, State of Florida

CITY OF KISSIMMEE, FLORIDA

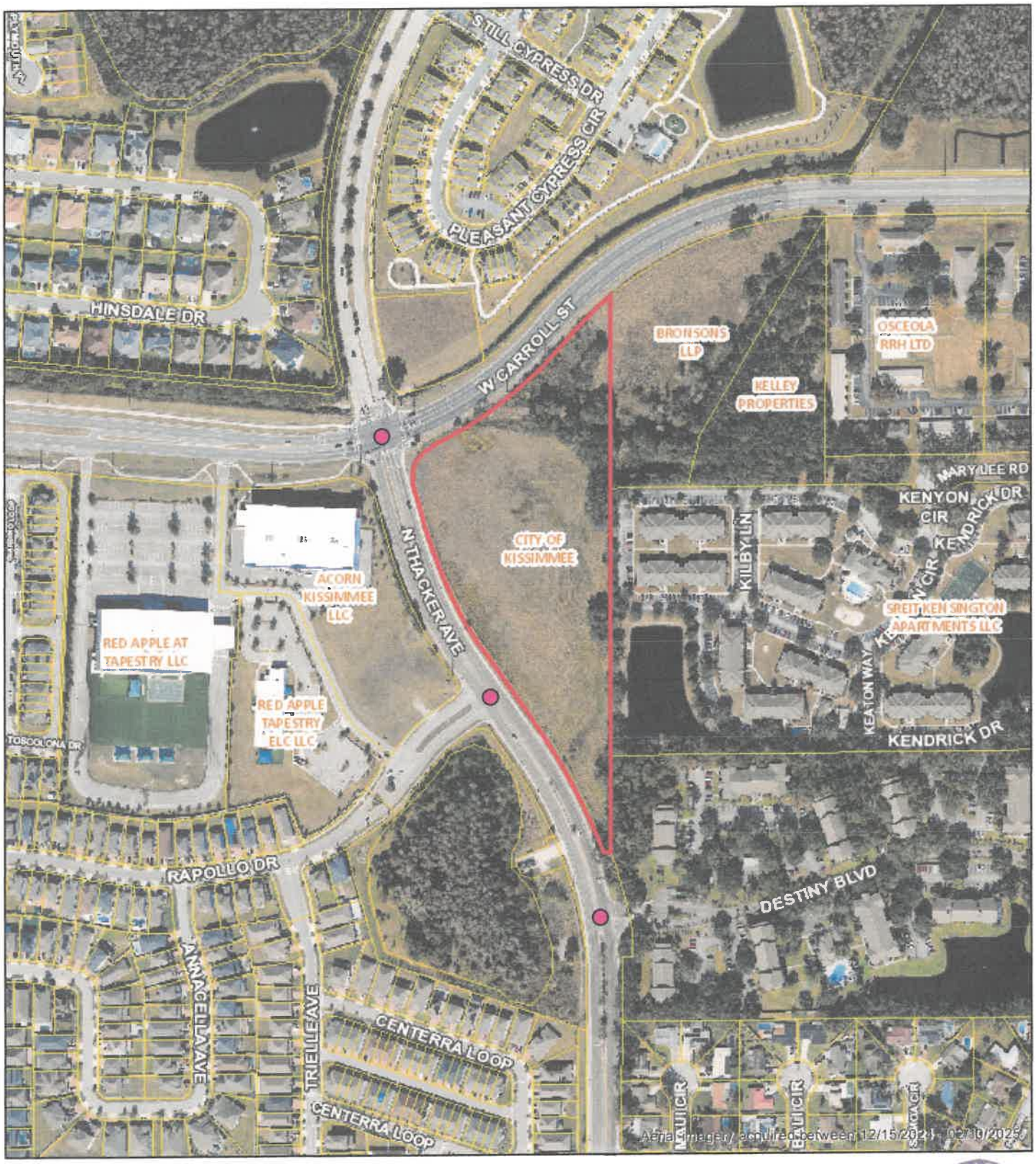
Jackie Espinosa
Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney



N
W E
S

W Carroll Street and N Thacker Ave

Date Generated: 9/24/2025

0 345 690 1,380 Feet

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

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

ITEM 7.S
Design Services Agreement for the City of Kissimmee Emergency Operations/Communications Center & Parking Garage

Request

Approval of a Professional Services Agreement with JL2 Architecture, Inc. Contract #20250365 for full architectural and engineering design services related to the new Emergency Operations Center (EOC), Communications Center and Parking Garage (RFQ2025-001), in the amount of $1,992,000.00.

Explanation

The City of Kissimmee intends to construct a new EOC, Communications Center, Parking Garage, and Evidence Forensics Facility adjacent to the existing City of Kissimmee Police Department at 8 North Stewart Avenue, Kissimmee, FL. The program includes an approximately 15,000-square-foot EOC/Communications facility, a parking garage with capacity for about 250 vehicles, and a new Evidence Forensics facility. All facilities will be designed as Risk Category IV hardened structures in compliance with the Florida Building Code.

Following the selection process under RFQ2025-001 and subsequent scoping meetings, JL2 Architecture submitted a proposal dated August 3rd, 2025, for a fixed fee of $1,992,000.00. The proposal includes architectural, interior design, civil, geotechnical, landscape, irrigation, surveying, environmental, structural, mechanical, electrical, plumbing, fire protection, security, and communication engineering services.

The design scope covers all project phases: planning, schematic design, design development, construction documents, bidding, and construction administration. JL2 Architecture will lead the garage and EOC design and complete construction documentation for the Forensics Facility in coordination with Harvard Jolly | PBK Architects.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
36030406-506292	PD2512	Decrease	$1,992,000.00	$1,992,000.00

Financial Summary:

Adequate funding is readily available in the account as listed above.

Recommendation

Approval of a Professional Services Agreement with JL2 Architecture, Inc. for architectural and engineering design services related to the EOC and parking garage, in the amount of $1,992,000.00, and authorization for the City Manager or delegate to execute any related documents and change orders as necessary to complete the project.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) jL2 Building and Prefab Parking Garage Agreement
2. RFQ2025-001 Kissimmee EOC jL2 PROPOSAL

AGREEMENT BETWEEN
THE CITY OF KISSIMMEE
AND jl2 Architecture, LLC
FOR ARCHITECTRAL AND DESIGN SERVICES
For the Emergency Operations Center (EOC) Building and Prefabricated Parking Garage

THIS AGREEMENT made and entered into this 7 day of October, 2025 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as the **"**CITY**"** and jl2 Architecture, LLC address is 1678 Kingston Road, Longwood, FL 32750 hereinafter "ARCHITECT" and each represent as follows:

WITNESSETH

WHEREAS, the CITY advertised RFQ 2025-001, titled "Emergency Operations Center (EOC) Building and Prefabricated Parking Garage Architectural & Engineering Design Services" of where firms submitted Statements of Qualifications to provide services to include, but not limited to the planning, permitting, design, and construction administration support services for the development of a new Emergency Operations Center (EOC) building and parking garage (the "Project"); and

WHEREAS, the Statements of Qualifications submitted were reviewed, evaluated, and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, and reputation; and

WHEREAS, based on the competitive section, process CITY determined is qualified to provide the services and desires to award an architectural and engineering design services contract to ARCHITECT consistent with the terms, conditions, and requirements of the RFQ.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.0
GENERAL

1.1 ARCHITECT shall be defined herein to include all principals of the firm including full time employees, professional or otherwise, and all other servants, agents, employees, and/or subconsultants retained by ARCHITECT, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, ARCHITECT submitted to CITY detailed resumes of key personnel that will be involved in performing services described in the Agreement. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If at any time hereafter ARCHITECT desires to change the key personnel in an active Agreement, it shall submit the qualifications of the new personnel to CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.3 ARCHITECT acknowledges that CITY retains other contractors, engineering and otherwise, and that coordination between said contractors and the ARCHITECT may be necessary from time to time for the successful completion of the Agreement. ARCHITECT agrees to provide such coordination as necessary within the Scope of Design/ Engineering Services contained in Exhibit "A".

1.4 ARCHITECT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Agreement.

1.5 Requirements for sealing all plans, reports, and documents prepared by ARCHITECT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Agreement is for professional engineering and design services related to the CITY. CITY and ARCHITECT mutually acknowledge that this Agreement will be phased over an extended period and that aspects of the Agreement(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the ARCHITECT during this Agreement.

SECTION 2.0
SCOPE OF SERVICES

ARCHITECT shall diligently and in a professional and timely manner perform the work included in the Agreement. Unless modified in writing by the Parties hereto, duties of ARCHITECT shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

ARCHITECT agrees to perform those design and engineering services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by ARCHITECT shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the ARCHITECT describing the services desired and providing a basis for compensation to ARCHITECT.

2.2 SPECIAL SERVICES

CITY and ARCHITECT agree that there may be certain additional services required to be performed by ARCHITECT during the performance of the Agreement that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 ADDENDA

Services to be provided by ARCHITECT, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the Addendum Form, attached hereto and made a part hereof as Exhibit "B". Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3.0
CITY'S RIGHT AND RESPONSIBILITIES

CITY shall provide the services described below in a timely fashion at no cost to ARCHITECT:

3.1 Furnish ARCHITECT with existing data, records, maps, plans specifications, reports, fiscal data, and other design and engineering information that is available in the Public Works & Engineering files necessary or useful to ARCHITECT for the performance of the Agreement. All such documents conveyed by CITY shall be and remain the property of CITY and shall be returned to CITY upon completion of the Agreement to be performed by ARCHITECT.

3.2 Make CITY personnel available where required and necessary to assist ARCHITECT. The availability and necessity of said personnel to assist ARCHITECT shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for ARCHITECT to enter upon public lands and assist the ARCHITECT in gaining access to private lands as required for ARCHITECT within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Agreement.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the ARCHITECT and render decisions, in writing, indicating CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the ARCHITECT.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to ARCHITECT whenever CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of ARCHITECT's services, or become aware of any issue or changes necessary to the work of ARCHITECT.

3.7 Following ARCHITECT's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Agreement not covered under the engineering Agreement.

SECTION 4.0
COMPENSATION

4.1 **GENERAL**

Compensation to ARCHITECT for services performed on each Addendum shall be in accordance with one of the following methods of compensation, as defined and indicated herein:

a. Lump Sum Method
b. Cost-Plus-Fixed Fee Method
c. Direct Labor Costs Method

The type and amount of compensation for each Addendum to be provided shall be described on the Exhibit “B”.

4.2 LUMP SUM METHOD

4.2.1 Lump sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultant and specialist costs) for the services to be provided in the Addendum unless there is a change in the scope of the work, or other conditions stipulated in the Addendum, and the Addendum is modified by both CITY and ARCHITECT to reflect the change by formal amendment to this Agreement.

4.2.2 Payment to ARCHITECT for services performed under an Addendum under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by ARCHITECT and accepted by CITY.

4.3 COST-PLUS-FIXED FEE METHOD

Compensation for services performed under the Cost-Plus-Fixed Fee Method shall be based on reimbursement of actual costs incurred by ARCHITECT in its performance of services under an Addendum (hereinafter referred to as "Reimbursable Costs") plus a percentage Fixed Fee.

4.4 DIRECT LABOR COSTS METHOD

Compensation for services performed under the Direct Labor Costs Method shall be an amount equal to ARCHITECT's direct labor costs plus an overhead cost, as defined in Section 4.5.2, and a negotiated operating profit margin plus other "Reimbursable Costs", as defined in Section 4.5.3 and Section 4.5.4.

4.5 REIMBURSABLE COSTS

Reimbursable Costs are Direct Salary Costs, Overhead Costs, Subconsultant Costs, and Other Direct and Unit Costs, as are defined in Section 4.5.1 through Section 4.5.4.

4.5.1 DIRECT LABOR COSTS

Direct Labor Costs shall be defined as the actual wages and salaries paid to professional, technical and other personnel of ARCHITECT while such personnel are engaged directly in the performance of the services under this Agreement. A schedule of ranges of actual hourly rates currently paid by ARCHITECT, including its subconsultants, to classifications of personnel likely to be employed to perform services under this Agreement is contained in the Hourly Rate Schedule, attached hereto and made a part hereof as Exhibit “C”. Any revisions to said ranges of actual hourly rates shall be negotiated with and approved by CITY's Designated Representative (Section 6.2) prior to being charged.

4.5.2 OVERHEAD COSTS/OVERHEAD RATE

The Reimbursable Costs for ARCHITECT's Overhead Costs include allowances for Fringe Benefits and General and Administrative Overhead. The types of costs which are included in such Overhead Costs are those normally recorded and accounted for by ARCHITECT, as are generally defined in Section 4.5.2.1 and Section 4.5.2.2. Overhead Costs shall be calculated as a percentage of Direct Labor Cost (hereinafter referred to as "Overhead Rate"). The overhead rate shall be set at 10%
The operating profit margin shall be negotiated between the CITY and the ARCHITECT for each Addendum.

4.5.2.1.Fringe Benefits

Fringe Benefits shall include, but not be limited to, the following:

a. Worker's compensation insurance.
b. State and Federal unemployment insurance.
c. Employer contributions to Social Security.
d. Other payroll taxes.
e. Salary continuation insurance.
f. Life, medical, and dental insurance.
g. Vacation, sick leave, and holiday pay.
h. Incentive compensation.
i. Retirement benefits.

4.5.2.2. General and Administrative Overhead

General and Administrative Overhead includes the following indirect costs which are not identifiable as directly allocable to the Agreement:

a. Provisions for office, light, heat, and similar items for working space, depreciation allowances or rental of furniture, equipment and engineering instruments, automobile expenses, and office and drafting supplies.
b. Taxes and insurance, other than those included as Fringe Benefits, but excluding State and Federal income taxes and applicable sales taxes.
c. Library and periodical expense and other means of keeping abreast of advances in engineering, such as attendance at technical and professional meetings.
d. Executive, administrative, accounting, legal, stenographic, and clerical salaries and expenses, other than Agreement-identifiable salaries included in salary-related costs and Agreement-related expenses included in reimbursable non-salary expenses, plus salary or imputed salaries of principals, to the extent that they perform general executive and administrative services as distinguished from technical or advisory services directly applicable to the Agreement.
e. Business development expenses, including salaries of principals and salary costs of employees so engaged.
f. Provision for loss of productive time of technical employees between Agreements and for time of principals and employees on public interest Agreements.

4.5.3 **SUBSCONSULTANT COSTS**

This item includes costs and expenses incurred in connection with subcontracts and consulting agreements entered into by ARCHITECT with third parties with prior CITY approval, for performance of certain services which ARCHITECT agrees to render pursuant to this Agreement. Administrative surcharges for subcontractor services are not allowable costs. ARCHITECT's cost for subconsultant coordination must be delineated in the man-hour estimate for the respective task.

4.5.4 **OTHER DIRECT COSTS**

Other Direct Costs include the actual costs to ARCHITECT of project-related expenses that

are required to complete the Agreement, as defined in the following paragraphs.

4.5.4.1 Equipment, Materials, and Supplies

This item includes all equipment, materials, and supplies used and consumed directly in the performance of the services hereunder not included in ARCHITECT's General and Administrative Overhead costs, as determined and defined in Section 4.5.2.2 above, such as: special report binders; and costs of plans, drawings and reports from other public agencies, utility companies, and other like bodies. Any equipment or material items purchased solely for the performance of the Agreement covered by this Agreement which individually have a value in excess of $25.00, shall be the property of CITY and will be given to CITY at the termination of this Agreement.

4.5.4.2 Reproductions

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

4.5.4.3 Communications and Shipping

This item includes identifiable long-distance communications, postage and express charges.

4.5.4.4 Travel and Subsistence

This item includes local and long-distance travel, subsistence, and transportation expenses of personnel for the performance of the Agreement, not to exceed rates and limits as established by CITY. Such CITY limits are described in the City Travel and Subsistence Policy and Allowances Form, attached hereto and made a part hereof as Exhibit “D”.

4.5.4.5 Miscellaneous

This item includes any other identifiable project-related costs and expenses incurred by ARCHITECT in connection with the services performed under the terms of this Agreement that are not applicable to general overhead, including but not limited to: special equipment rental costs; costs for temporary personnel; and CADD services.

4.5.5 **COST LIMITATION**

4.5.5.1 The total of all Reimbursable Costs actually incurred by ARCHITECT, as determined and defined in Section 4.5.1 through Section 4.5.4, for services performed under an Addendum, will not exceed the Cost Limitation established for and indicated in the Addendum without a formal amendment to the Addendum.

4.5.5.2 If it becomes apparent at any time before the services to be rendered under an Addendum are about eighty (80) percent complete, that ARCHITECT's estimated total Reimbursable Costs for performance of services under an Addendum are forecasted by the CITY or ARCHITECT to exceed the Cost Limitation indicated in the Addendum, CITY and ARCHITECT shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Addendum to provide additional cost recovery to ARCHITECT, or renegotiate the scope of services of the Addendum so that the Cost Limitation will not be exceeded. The results of any such review requiring modification to this Agreement will be detailed in a formal amendment to the Addendum.

4.5.5.3 CITY is not obligated to reimburse ARCHITECT for costs incurred in excess of the Cost Limitation indicated for the Addendum. ARCHITECT's liabilities, commitments, or expenditures incurred in excess of the Cost Limitation for an Addendum prior to approval by CITY shall be at the ARCHITECT's risk and expense, unless mutually agreeable to in writing by ARCHITECT and CITY.

4.5.6 **FIXED FEE**

In addition to the Reimbursable Costs described in Section 4.5, CITY shall pay ARCHITECT a Fixed Fee when the ARCHITECT is compensated by the Cost-Plus- Fixed Fee Method. The amount of the Fixed Fee shall be negotiated between the CITY and ARCHITECT for each Addendum. The Fixed Fee is not subject to review, audit, or modification except as otherwise provided in the Addendum. The entire Fixed Fee for an Addendum will be due to ARCHITECT whether or not the Reimbursable Costs estimates are reached for the Addendum, unless the Agreement is terminated in Accordance with Section 8.0.

4.5.7 **ADDENDUM PRICE**

4.5.7.1 The total Addendum Price for each Addendum consists of: (1) lump sum price; (2) the sum of the Cost Limitation and Fixed Fee; or (3) the Direct Labor Cost times an overhead rate, as defined in Section 4.5.2, plus operating profit margin plus Other Direct Costs, which amount shall not be exceeded without formal amendment to the Addendum, unless Agreement is terminated in accordance with Section 8.0.

4.5.7.2 In the event any action or combination of actions taken pursuant to Section 7.0, Changes in Scope, of this Agreement are estimated by ARCHITECT, with the written concurrence of CITY, to cause a material increase or decrease in the scope of services of any Addendum, an equitable adjustment to the Addendum Price shall be made. Any request by ARCHITECT or by CITY for an adjustment of the Addendum Price must be asserted in writing within forty-five (45) days from the date of receipt by ARCHITECT of CITY's notification of changed work, unless CITY shall grant a further period of time for such request resolution.

4.5.8 **PROGRESS PAYMENTS TO THE ARCHITECT**

4.5.8.1 For an Addendum performed under the Cost-Plus-Fixed Fee or Direct Labor Costs Method of compensation, ARCHITECT shall submit at the end of each monthly period an invoice of Reimbursable Costs incurred in such period. A Cost-Plus-Fixed Fee invoice shall also include an increment of the Fixed Fee earned in such a period. A Direct Labor Cost invoice shall include the overhead rate as stated herein plus the agreed upon operating profit margin. All invoices for Reimbursable Costs shall be itemized in an invoice format acceptable to CITY. All Reimbursable Costs included on the invoices shall be taken from books of accounts kept by ARCHITECT and shall be supported by ARCHITECT's monthly "Billing Cost Detail Report". The portion of the Fixed Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by CITY's Designated Representative.

4.5.8.2 Each invoice is to be accompanied with a narrative statement from ARCHITECT describing the work accomplished by ARCHITECT during the period covered by the invoice by reference to the tasks described in the Scope of Services contained in the Addendum.

4.6 **INVOICE PROCESSING**

Invoices received by CITY will be processed for payment within thirty (30) days of receipt by CITY. ARCHITECT will be notified of any questionable items contained in invoices submitted by ARCHITECT within fifteen (15) days of receipt by CITY with an explanation of the deficiencies. CITY will make every effort to resolve all questionable items contained in ARCHITECT's invoices within thirty (30) days of receipt of the invoices by CITY.

At the end of the thirty (30) day period, CITY shall pay ARCHITECT the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

City of Kissimmee
Department of Public Works & Engineering
Attn: Robert Masiku, Public Works & Engineering Assistant Director
104 N. Alaska Avenue,
Kissimmee, Florida 34741

CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If ARCHITECT employs legal services to collect overdue amounts, CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.7 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or ARCHITECT's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.8 ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF AGREEMENT

If instructed to do so by CITY, ARCHITECT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of ARCHITECT, ARCHITECT may be entitled to additional compensation. The additional compensation shall be requested by ARCHITECT on a revised fee quotation proposal which must be submitted to CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Agreement by formal amendment or Addendum to this Agreement.

SECTION 5.0
WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF AGREEMENT

5.1 WORK COMMENCEMENT

ARCHITECT will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

ARCHITECT and CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Agreement.

In the event the work of ARCHITECT is delayed due to no fault of ARCHITECT, which delays the completion of any Addendum of the Agreement, ARCHITECT shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to ARCHITECT will be negotiated to the mutual agreement of CITY and ARCHITECT in the event such delay causes any Addendum's costs to increase for reasons beyond the ARCHITECT's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for ARCHITECT's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Agreement. ARCHITECT's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Agreement. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6.0
DESIGNATED REPRESENTATIVES

6.1 GENERAL

CITY designates the Public Works & Engineering Department's Facilities, Construction and Maintenance Manager, or his designated representative (the "City Representative"), to represent CITY in all matters pertaining to and arising from the work and performance of this Agreement. The City Representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by ARCHITECT and rendering, in writing, decisions indicating CITY's approval or disapproval within a reasonable time so as not to materially delay the work of ARCHITECT;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to ARCHITECT whenever CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following ARCHITECT's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

ARCHITECT: Johnnie Lohrum,
jl2 Architecture LLC

CITY OF KISSIMMEE:
Department of Public Works & Engineering
Attn: Robert Masiku, Assistant Director
104 N. Alaska Avenue
Kissimmee, Florida 34741

SECTION 7.0
CHANGES IN SCOPE

CITY or ARCHITECT may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of ARCHITECT's compensation for any Addendum pursuant to Section 4.0 - Compensation, which is mutually agreed upon by and between CITY and ARCHITECT, shall be incorporated by formal amendment to the Addendum.

SECTION 8.0
TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Agreement is not being made by ARCHITECT as a direct result of ARCHITECT's failure to perform; or

8.1.2 The quality of the services performed by ARCHITECT is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by CITY to be essential to the proper completion of the Project; or

8.1.3 ARCHITECT or any employee or agent of the ARCHITECT is indicted or has a direct

charge issued against him for any crime arising out of or in conjunction with any work that has been performed by ARCHITECT, or

8.1.4 ARCHITECT becomes involved in either voluntary or involuntary bankruptcy proceedings; or

8.1.5 ARCHITECT violates any provision of Section 12.0 (Standards of Conduct) herein.

8.1.6 In the event of any of the causes described in this Section, City's Representative may send a certified letter to ARCHITECT requesting that the ARCHITECT show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not provided to CITY within fifteen (15) days of receipt of said show cause notice, the CITY may consider the ARCHITECT to be in default and may immediately terminate this Agreement.

8.2 TERMINATION BY ARCHITECT FOR CAUSE

ARCHITECT may cancel this Agreement if:

8.2.1 CITY fails to meet its obligation and responsibilities as contained in Section 3.0 – (City's Rights and Responsibilities); or

8.2.2 CITY fails to pay ARCHITECT in accordance with Section 4.0 –(Compensation).

8.2.3 In the event of either of the causes described in this Section, ARCHITECT may send a certified letter requesting that CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to ARCHITECT within fifteen (15) days of the receipt of said show cause notice, then ARCHITECT may consider CITY to be in default, and may immediately terminate this Agreement.

8.3 TERMINATION BY CITY WITHOUT CAUSE

Notwithstanding any other provision of this Agreement, CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to ARCHITECT of CITY's intent to terminate. In the event that an Agreement(s) is terminated, CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) that may be continued to completion pursuant to the provisions of this Agreement. All provision of this Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Agreement or any Agreement is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by ARCHITECT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the ARCHITECT. No compensation shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, CITY may adjust any payment to reflect any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either Party, the terminated Party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 If CITY is the terminating Party, ARCHITECT shall within ten (10) days of receipt of payment of services pursuant to Section 8.4, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the ARCHITECT in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 Performance of ARCHITECT's service under any provision of this Agreement may be suspended by CITY at any time. In the event CITY suspends the performance of ARCHITECT's services hereunder, CITY shall so notify ARCHITECT in writing, such suspension becoming effective upon the date of its receipt by ARCHITECT, and CITY shall promptly pay all fees which have become due and payable to ARCHITECT to the effective date of such suspension. CITY shall thereafter have no further obligation for payment to ARCHITECT for the suspended services unless and until CITY notifies ARCHITECT that the services of ARCHITECT called for hereunder are to be resumed.

Upon receipt of written notice from CITY that ARCHITECT's services hereunder are to be resumed, ARCHITECT shall complete all obligations required by this Agreement and ARCHITECT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to ARCHITECT under this Agreement, same to be payable at the times and in the amount specified herein.

In no event will the compensation or any part thereof become due or payable to the ARCHITECT under this Agreement unless and until ARCHITECT has attained that state of work where the same would be due and payable to ARCHITECT under the provisions of this Agreement.

8.6.2 If the aggregate time of CITY's suspension or suspensions of ARCHITECT's services under any Addendum of this Agreement exceeds sixty (60) days, then ARCHITECT and CITY shall, upon request of the ARCHITECT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to ARCHITECT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to ARCHITECT for the balance of the services to be performed hereunder. No increase in compensation to ARCHITECT shall be allowed unless it is based upon clear and convincing evidence of an increase in ARCHITECT's costs attributable to the aforesaid suspensions.

SECTION 9.0
INDEMNITY AND INSURANCE

9.1 GENERAL

The ARCHITECT will indemnify and hold harmless CITY from and against claims, damage loss, and expenses to the extent caused by the negligent acts or omissions in the performance of their operations under this contract.

If any claims are made against CITY, including its employees, or if CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by ARCHITECT in connection with the rendering of services to CITY under this Agreement, then and in that event, ARCHITECT will at all times indemnify and save CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and expert fees, and court costs, which they shall or may at any time sustain or incur, but only to the extent caused by the negligent acts or omissions.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

9.2 INSURANCE

ARCHITECT will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following ARCHITECT's receipt of a Notice to Proceed on the Agreement from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

ARCHITECT will provide Workers' Compensation Insurance for all its employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide Workers' Compensation Insurance for all its employees. The limits will be statutory for Workers' Compensation and $100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

ARCHITECT will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 **COMPREHENSIVE AUTOMOBILE LIABILITY**

ARCHITECT will provide coverage for all vehicles owned or used by ARCHITECT for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 **PROFESSIONAL LIABILITY INSURANCE**

Annual Professional Liability Insurance will be maintained with coverage in the amount of $1,000,000 that protects ARCHITECT.

Said Professional Liability Insurance shall provide for all sums which ARCHITECT shall be obligated to pay as damages for claims arising out of the service provided by ARCHITECT, or any person or subcontractor employed by ARCHITECT, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by ARCHITECT under the scope of this Agreement including any Addenda or amendments thereto.

9.2.5 ARCHITECT shall furnish Certificates of Insurance forwarded directly to the following:

City of Kissimmee
Department of Public Works & Engineering
Attn: Robert Masiku , Public Works & Engineering Assistant Director
104 N. Alaska Avenue,
Kissimmee, Florida 34741

With an information copy to the CITY's Purchasing Department and City's Representative identified in Section 6.2. The certificates shall clearly indicate that the ARCHITECT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10.0
NEGOTIATION DATA

Records of costs incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11.0
OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the ARCHITECT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY subject to final payment. ARCHITECT may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by ARCHITECT pursuant to this Agreement, are instruments of service in respect to the services described in the Agreement. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the services performed under this Agreement or on any other CITY project.

Any reuse without written verification or adaptation by ARCHITECT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the ARCHITECT; and CITY shall indemnify

and hold harmless ARCHITECT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by ARCHITECT will entitle ARCHITECT to further compensation at rates to be agreed upon by CITY and ARCHITECT.

Any documents given to or prepared or assembled by ARCHITECT and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

ARCHITECT shall not publish any information concerning this Project without the written consent of CITY.

SECTION 12.0
STANDARDS OF CONDUCT

12.1 ARCHITECT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ARCHITECT, to solicit or secure this Agreement and that ARCHITECT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for ARCHITECT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 ARCHITECT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 ARCHITECT hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of ARCHITECT, or any interest in property which ARCHITECT may have. ARCHITECT further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 CITY is empowered to require ARCHITECT to remove any employee or representative of ARCHITECT from working on this Agreement which CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. CITY shall notify ARCHITECT in writing of CITY's objections prior to ARCHITECT's removal of any employee or representative.

12.5 ARCHITECT shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13.0
ACCESS TO RECORDS/AUDIT

13.1 ARCHITECT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. ARCHITECT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement.

CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of ARCHITECT's books, records, documents, time records and cost accounts, and other evidence shall be at CITY's expense.

13.2 ARCHITECT shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

SECTION 14.0
CODES AND DESIGN STANDARDS

14.1 All the services to be performed by ARCHITECT shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement.

14.2 ARCHITECT shall be responsible for keeping appraised of any changing codes or requirements, which requirements must be applied to the Agreement to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by ARCHITECT beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15.0
ASSIGNABILITY

ARCHITECT shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the ARCHITECT from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such Agreement or transfer shall be furnished promptly to the CITY.

SECTION 16.0
CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17.0
FORCE MAJEURE

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the Party seeking relief under this Section.

SECTION 18
TIME IS OF THE ESSENCE

18.1 Time is of the essence of this Agreement.

SECTION 19.0
EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitutes the entire Agreement between CITY and ARCHITECT and supersedes all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits attached to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - ADDENDUM FORM
EXHIBIT C - HOURLY RATES
EXHIBIT D - CITY OF KISSIMMEE TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

SECTION 20.0
DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 CLAIMS AND DISPUTES

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved Party to the other Party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved Party agrees to not make such claim against the other Party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved Party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 REMEDIES

Except as provided in Section 20.l herein, all claims, disputes and/or matters in question between the CITY and the ARCHITECT arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 WAIVER OF JURY TRIAL; ATTORNEY'S FEES

It is mutually agreed by and between City and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

SECTION 21.0
PUBLIC RECORDS

ARCHITECT acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, ARCHITECT shall keep and maintain public records required by the CITY to perform the service.

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

a. If CITY's Custodian of Records requests records from ARCHITECT, ARCHITECT shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. ARCHITECT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the ARCHITECT does not transfer the records to CITY.

c. Upon completion of the contract, ARCHITECT shall transfer, at no cost, to CITY all public records in possession of ARCHITECT or keep and maintain public records required by CITY to perform the service. If ARCHITECT transfers all public records to CITY upon completion of the Agreement, ARCHITECT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ARCHITECT keeps and maintains public records upon completion of the Agreement, ARCHITECT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

d. Upon notice to ARCHITECT of a request to inspect or copy public records relating to CITY's agreement for services, ARCHITECT shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.

e. If ARCHITECT does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.

f. If the ARCHITECT fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 22.0
E-VERIFY

In compliance with Section 448.095, Fla. Stat., ARCHITECT and its subconsultants shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- ARCHITECT shall require each of its subconsultants to provide ARCHITECT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. ARCHITECT shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- CITY, ARCHITECT, or any subconsultant 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.
- CITY, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but ARCHITECT otherwise complied, shall promptly notify ARCHITECT and ARCHITECT shall immediately terminate the contract with the subconsultant.

- Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. ARCHITECT acknowledges that upon termination of this Agreement by the City for a violation of this section by ARCHITECT, ARCHITECT may not be awarded a public contract for at least one (1) year. ARCHITECT further acknowledges that ARCHITECT is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- *Subcontracts.* ARCHITECT or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subconsultants to include these clauses in any lower tier subcontracts. ARCHITECT shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, CITY and ARCHITECT have executed this Agreement to become effective on the day and year first written above.

By: _____

Title: President

Date: September 29, 2025

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 29th day of September, 2025, by means of ☒ physical presence or ☐ online notarization, by Johnnie Lohrum as President for JL2 Architecture, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Charise Cox
My Commission HH 660297
Expires 4/3/2029

Notary: _____
Print Name: Charise Cox
My Commission Expires:

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form a legal sufficiency:

_____
City Attorney

EXHIBIT A
SCOPE OF SERVICES

ATTACHMENT PROPOSAL 8.3.2025

EXHIBIT B

CITY OF KISSIMMEE **CITY COMMISSION WORK ORDER/ADDENDUM**	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:

Per the terms, conditions, and specifications of the City of Kissimmee agreement with _____ _____ the following described work order/change(s) are agreed to and are hereby accepted and incorporated:

DESCRIPTION OF AGREEMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of _____
(method of compensation)
method in accordance with the Work Order/Agreement, the total not to exceed $ _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This Agreement shall be completed within _____ calendar days from the receipt of this fully executed Addendum.

Previous Contract Total Dollars:	$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	□ +
NET CONTRACT TOTAL DOLLARS:	$

Accepted By: _____ (signature)

Requested By: _____ (signature)

Title/Position: _____

Approved By: _____ (signature)

PW Director: _____ (signature)

City Commission Approval Date: _____

Approved as to Form and Legality: _____ (signature)

EXHIBIT C
HOURLY RATES

INCLUDED IN jl2 PROPOSAL DATED 8.3.2025

EXHIBIT D

CITY OF KISSIMMEE TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for airfare shall be based on coach rates. First Class rates will only be approved if CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. ARCHITECT shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of CITY's administrative offices.

5. Meals shall be reimbursed as follows:
   a. Breakfast - $ 13.00
   b. Lunch - $15.00
   c. Dinner - $26.00

   Reimbursement for meals shall not apply to local employees within 60-mile radius of ARCHITECT.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

August 3, 2025

Mr. Ivan Lespier
Senior Construction PM
City of Kissimmee
101 Church Street Suite 301
Kissimmee, FL 34741

RE: Kissimmee—EOC & Parking Garage

SUBJECT: Professional Architectural & Engineering Design Services
Commission No.– 2025-P012

Dear Mr. Lespier:

jl2 Architecture appreciates the opportunity to submit our proposal for Architectural and Engineering services for the City of Kissimmee's new EOC & Parking Garage. Included are the attached exhibits: A-Scope of Project, B-Scope of Services, C-Compensations Schedule, D-Deliverables and E-Hourly Rates and F-Calendar Schedule.

For the design of the EOC & Garage, we propose a fixed fee of $1,992,000.00 (One Million Nine Hundred and Ninety-Two Thousand Dollars). This fee includes architectural, interior design, civil, geotechnical, landscape, irrigation, land surveying, environmental, structural, mechanical, electrical, plumbing, fire protection, security & communication services in the following phases: planning, schematic design, design development, construction documents, bidding & construction administration.

Our proposal is based upon the final scope of work identified in RFQ2025-001 and the scoping meeting held with the City on June 18, 2025. jl2 Architecture will be responsible for the architectural and engineering design / coordination utilizing the following consultants:

1. CPH/Environmental/Surveying/Civil/Landscape & Irrigation Engineering located in Orlando, FL.
    a. Fee-**$108,482.00.00**
2. Burton Braswell Middlebrooks (BBM)/Structural Engineer located in Longwood, FL.
    a. Fee-**$110,000.00**
3. TLC Engineering/MEP/FP/Security/Communications Engineers located in Orlando, FL.
    a. Fee-**$289,800.00**
4. ECS /Geotechnical located in Orlando, FL.
    a. Fee-**$15,000.00 Allowance**

Clarifications:

1. Sustainable certification of any kind is not included.
2. The proposal utilizes the Florida DMS curve in development of all fees.
3. City to provide all existing building drawings available for surrounding facilities (BIM & PDF).
4. Agency fees associated with the building, environmental or site permitting process are not included.
5. Solar design is not included.
6. Project to be completed using 3D Building Information Modeling (Revit / BIM).
7. Project to utilize a CMAR.
8. Construction Administration (CA) services assumes an estimated construction duration of 16 months.
9. CA services include field observations but do not include inspections.
10. All expenses are included in the lump sum fee.
11. Draft schedule and fee structure is dependent on the ability to run both the Garage, EOC & Forensic projects concurrently.

We hope this proposal meets with your approval and we are available to discuss with you or your staff any aspect of the information contained herein. jl2 Architecture is prepared to initiate start-up immediately at the direction of the City of Kissimmee and we are committed to servicing you with our fullest capabilities. We look forward to hearing from you soon.

Sincerely,

Johnnie Lohrum Jr., RA
President

Attachments:
Exhibit A--Scope of Project
Exhibit B--Scope of Services
Exhibit C--Compensation Schedule
Exhibit D--Deliverables
Exhibit E--Hourly Rates
Exhibit F--Calendar Schedule

The City of Kissimmee is seeking to construct a new parking garage, EOC and evidence forensics facility adjacent to the existing Police Department located at 8 North Stewart Avenue, Kissimmee, FL 34741. The proposed Operations facility is currently estimated at 15,000sf with a parking garage sized for approximately 250 spaces. The new evidence forensics facility is currently estimated at approximately 8,000sf. The project has established an estimated construction budget of $20 million.

jl2 Architecture and its Engineering team will be wholly responsible for the design of the Garage and EOC. jl2 Architecture will work in concert with PBK Architects to develop the Evidence Forensics facility. PBK will provide programming and construction documentation for the evidence forensics facility only, through 60% Construction Documents and will turn over the remaining scope of work to jl2 Architecture. jl2 Architecture will complete the scope of work and remaining construction documents for the evidence forensics facility in addition to the scope of work for the parking garage and EOC.

The new Facility structure and components shall be a Risk Category IV hardened design meeting all Florida Building Code requirements for risk category IV buildings in this area. Integration of mechanical, electrical, plumbing, fire protection, fire alarm, security surveillance, access control, and communications systems for 24-hour operation in addition to an emergency event is essential. The project will consider utilizing sustainable design strategies without certification.

jl2 Architecture will coordinate with the City, all representatives & the City's Project Manager from design through construction completion. We will develop / implement fiscally responsible design, materials and systems for the building and site within an approved construction budget.

Scope of work includes, but is not limited to:

1. Leading, documenting, and distributing all assessment, planning, and design coordination meetings with the City, and or related agency.
2. Complete permitting support, including but not limited to coordination with:
   • City of Kissimmee: Planning, Zoning, Engineering, Building, Fire, and Aviation.
   • All External agencies: TOHO, SJRWMD, FDEP, EPA, DOH, and others.
3. Civil/environmental scope covering utility locates, design, traffic studies, stormwater, drainage, and environmental assessments.
4. Coordination and integration of technology systems (security, access control, comms, AV, IT) following City standards.
5. Generator and emergency power backup system design.
6. Active administration and documentation of the GMP process along with the CMAR, including participation in value engineering and revisions needed to align with the City's construction budget.
7. Completion and integration of the Forensics Facility scope, including all specialized areas, HVAC zoning, evidence handling, and environmental controls.
8. Active QA/QC reviews and reports as part of the scheduled site visits.

Phase One – Planning

1) The CONSULTANT shall prepare a programming questions for City staff as part of the initial data gathering.

2) The CONSULTANT shall conduct interviews with City staff for the development of conceptual design for the new EOC and Garage. Interviews will focus on the key functional and operational characteristics of the facility, including current staffing and projected staffing, labor agreements, fleet size, mix and projected growth.

3) THE CONSULTANT shall prepare a PRM (Project Requirements Manual) to include the following:
   A) Conceptual Design Narrative:
      - List of goals and objectives of the City for the building.
      - Design criteria for each building system – architectural, structural, HVAC, electrical, lighting, plumbing, fire protection, lightning protection, security, fire alarm, IT/ Communications/ AV Systems, civil engineering (utilities, zoning, parking, environmental, grading, drainage, paving, access, special items such as automated building systems.), landscaping and irrigation, special systems, building automation system, redundant systems, self-sufficient on-site utilities and related issues. Design criteria shall include, but not be limited to, redundant systems, systems for 24 hour operation, emergency back-up systems such as generators.

   B) Detailed list of all permits required, estimated application fees, required documents and calendar schedule.

   C) Summary of sustainable strategies to be implemented.

   D) Building Program Spreadsheet with room names, square footages of City program spaces and core infrastructure space and total square footage.

   E) Building / facility adjacency diagrams.

   F) Conceptual site plan. Diagrammatic site plan layouts including building footprint, parking and drive access, storm water, utilities, emergency vehicle access, easements, setbacks, environmental analysis.

G) Water/ sewer utility capacity analysis and recommendation.

H) Fire hydrant testing

I) Report of data collection and analysis.

J) Meeting minutes.

K) Preliminary Civil / Site environmental assessment.

4) THE CONSULTANT shall conduct Design Workshops where THE CONSULTANT sketches diagrams and drawings alongside City staff to fully investigate the building and site layout in a collaborative manner. The consultant will prepare as many site & building layouts as necessary to incorporate the City's vision, pending project timing.

5) THE CONSULTANT shall conduct Meetings with the City, vendors and agencies as necessary to design the building. THE CONSULTANT shall prepare Meeting Agendas and Meeting Reports for each encounter. The City will schedule City-CONSULTANT meetings. THE CONSULTANT will schedule vendor and agency meetings such that the City may be present at all meetings.

Phase Two – Schematic Design

1) THE CONSULTANT shall prepare computer generated dimensioned, to scale drawings:
   a) Floor plan with structural elements, furniture, equipment & cabinetry.
   b) Life safety floor plan
   c) Exterior elevation views of the building indicating materials of exterior envelope. North, south, east, west.
   d) Building Section (one).
   e) Typical Wall Section (one).
   f) Civil site layout drawing.
   g) Site layout drawing with circulation patterns for vehicles, equipment, materials and utilities.

6) THE CONSULTANT shall update the PRM (Project Requirements Manual) to include the following:
   A) Conceptual Design Narrative:
      - List of goals and objectives of the City for the building.
      - Design criteria for each building system – architectural, structural, HVAC, electrical, lighting, plumbing, fire protection, lightning protection, security, fire alarm, IT/ Communications/ AV Systems, civil engineering (utilities, zoning, parking, environmental, grading, drainage, paving, access, special items such as automated building systems.), landscaping and irrigation, special systems, building automation system, redundant systems, self-sufficient on-site utilities and related issues. Design criteria shall include, but not be limited to, redundant systems, systems for 24 hour operation, emergency back-up systems such as generators.

2) THE CONSULTANT shall prepare a sustainability requirements narrative with line items describing each sustainable design element in the project.

3) THE CONSULTANT shall provide land surveying engineering services. Land surveys to be signed and sealed by a Florida licensed surveyor. Land surveys to include boundary, legal description and topography. Topography in one foot contours plus spot elevations of buildings, structures, pavement and related appurtenances.

4) THE CONSULTANT shall prepare Schematic Site Plans and related appurtenances with the intent of having one final option utilized as the basis of the schematic design package.

5) The CONSULTANT shall prepare Schematic Floor Plans with the intent of having one final option utilized as the basis of the schematic design package.

6) THE CONSULTANT shall prepare a building and site code summaries including FBC, NFPA, NEC City of Kissimmee Ordinances and other jurisdictional agency codes.

7) THE CONSULTANT shall prepare a detailed review of necessary CM submittals such as reports, tests, field notes, meeting notes, cost estimates, pricing, value engineering, GMP forecasts, CPM schedules, subcontractor bids, submittals, subcontractor qualifications. CONSULTANT shall submit review comments and recommendations to the City where appropriate. CONSULTANT shall respond to CM questions and requests for information which may include alternative designs, supplemental drawings.

8) THE CONSULTANT shall conduct meetings with the City, vendors and agencies as necessary to design the building. THE CONSULTANT shall prepare Meeting Agenda and Meeting Reports for each encounter. The City will schedule City- CONSULTANT meetings. THE CONSULTANT will schedule vendor and agency meetings such that the City may be present at all meetings. The quantity of meetings will be on the basis of the preliminary schedule and includes additional meetings as necessary due to specific issues or needs as they arise.

Phase Three – Design Development

1) THE CONSULTANT shall obtain site development permits as required for agencies such as, FFWCC, SJRWMD, FDEP, City Land Development (conceptual, final if required and development order), DOH and any others required for the construction of the project.

2) THE CONSULTANT shall begin the site development approval process for utilities (water, sewer, gas, power, phone, cable, etc).

3) THE CONSULTANT shall prepare an outline specification (CSI div 1 through 26) with product cut sheets per division.

4) THE CONSULTANT shall prepare two color, computer generated, rendered, three dimensional exterior views of the building. Fully rendered with cars, people, landscaping, sunlight and shadows and the like. THE CONSULTANT shall revise colors and cladding on rendering as may be necessary to match the color and cladding material approvals by the City.

5) THE CONSULTANT shall prepare electronic interior finishes sample board.

6) THE CONSULTANT shall prepare a detailed review of necessary CM submittals such as reports, tests, field notes, meeting notes, cost estimates, pricing, value engineering, GMP forecasts, CPM schedules, subcontractor bids, submittals, subcontractor qualifications. CONSULTANT shall submit review comments and recommendations to the City where appropriate. CONSULTANT shall respond to CM questions and requests for information which may include alternative designs, supplemental drawings.

7) THE CONSULTANT shall prepare dimensioned, to scale drawings including base bid and alternate plans:
   a) Updated floor plan with structural elements, furniture, equipment, and cabinetry.
   b) Structural foundation and framing plans.
   c) Exterior elevation views of the building indicating materials of exterior envelope. North, south, east, west.
   d) Building Sections.
   e) Wall Sections.
   f) Roof plan with all penetrations and equipment.
   g) Typical roof detail.
   h) Interior finish schedule.
   i) Door and Window Schedule.
   j) Reflected ceiling plan with all ceiling mounted systems.
   k) Life safety plan with updated building code summary.
   l) Civil site drawings.

m) Landscape and irrigation drawings.
n) Electrical, communication, lighting and A/V drawings. Communication systems include site fiber optic structured cabling. Communications to include structured cabling and racks for telephone, building automation, computers and audio-visual systems.
o) Lighting design plan.
p) Lightning protection plan.
q) Electrical and communications site plan.
t) Enlarged room plans with furniture and equipment layouts – mechanical, electrical, communications, restrooms and showers, lobby, rooms with cabinetry, plumbing, lobby and special finishes or special equipment.
u) HVAC, plumbing and fire protection drawings.
v) Building automation drawings.
w) Generators and redundant systems plans.

8) THE CONSULTANT shall conduct Meetings with the City, vendors and agencies as necessary to design and permit the building. THE CONSULTANT shall prepare Meeting Agenda and Meeting Reports for each encounter. The City will schedule City- CONSULTANT meetings. THE CONSULTANT will schedule vendor and agency meetings such that the City may be present at all meetings. The quantity of meetings will be based on the preliminary schedule and includes additional meetings as necessary due to specific issues or needs as they arise.

Phase Four & Five – Construction Documents/Bidding

1) THE CONSULTANT shall provide all required documents for building permit application and jurisdictional agency submittals. SJRWMD, DEP, FFWCC City Land Development. THE CONSULTANT shall respond to agencies and revise the construction documents as necessary to obtain agency approvals and for construction permits. The cost of jurisdictional agency application, registration, review and permitting fees are not included.

2) THE CONSULTANT shall prepare technical specifications division 1 through 26 – Construction Specification Institute format. All specifications shall be in a book not on the drawings. Finish door hardware schedule, civil engineering specs, landscape architecture specs, architectural specs, structural system specs, communication specs, security specs, electrical specs, mechanical specs, plumbing specs, building automation specs, generator and redundant system specs, fire protection specs, vehicle maintenance equipment specs, , cold storage equip. specs, equipment specs, specialty equipment specs, liquid and airborne hazardous materials containment systems specs, cabinetry and fixed equipment specs & A/V specifications will be included as a part of the division 1 through 26 specs in the book.

3) THE CONSULTANT shall prepare a detailed review of necessary CM submittals such as reports, tests, field notes, meeting notes, cost estimates, pricing, value engineering, GMP forecasts, CPM schedules, subcontractor bids, submittals, subcontractor qualifications. CONSULTANT shall submit review comments and recommendations to the City where appropriate. CONSULTANT shall respond to CM questions and requests for information which may include alternative designs, supplemental drawings.

4) THE CONSULTANT shall prepare dimensioned, to scale drawings:
a) Updated floor plan with structural elements, furniture, equipment, and cabinetry.
b) Structural foundation and framing plans.
c) Structural details.
d) Exterior elevation views of the building indicating materials of exterior envelope. North, south, east, west.
e) Building Sections.
f) Wall Sections.
g) Building envelope and penetration details.
h) Roof plan with all penetrations and equipment.
i) Roof detail.
j) Interior finish schedule.
k) Door and Window Schedule.
l) Door and window details.

m) Reflected ceiling plan with all ceiling mounted systems.
n) Ceiling and wall details.
o) Life safety plan with building code summary.
p) Civil site drawings.
q) Landscape and irrigation drawings.
r) Electrical, security, lighting and communications site plan.
s) Enlarged room plans with furniture and equipment layouts – mechanical, electrical, communications, restrooms and showers, lobby, rooms with cabinetry, plumbing, special finishes or special equipment.
t) Interior elevation views.
u) Cabinet details.
v) HVAC, plumbing and fire protection drawings.
w) Building automation drawings.
x) Generator and redundant systems drawings.
y) Lightning protection drawings.

9) THE CONSULTANT shall conduct Meetings with the City, vendors and agencies as necessary to design and permit the building. The CONSULTANT shall attend the PREBID conference. THE CONSULTANT shall prepare a Meeting Agenda and Meeting Reports for each encounter. THE CONSULTANT will schedule vendor and agency meetings such that the City may be present at all meetings. The number of meetings will be on the basis of the preliminary schedule including additional meetings as necessary due to specific issues or needs as they arise.

Phase Six -- Construction Administration/ Closeout

1) THE CONSULTANT shall conduct twice-monthly and as needed field visits. In addition to the architect visits, the civil engineer, landscape architect, security consultant, hardware consultant, electrical engineer, communications consultant, structural engineer and mechanical engineer will make periodic visits appropriate to their discipline. THE CONSULTANT shall prepare a field report as necessary. The number of visits is based on twice-monthly visits for the duration of the construction schedule including the period between substantial completion and final completion.

2) THE CONSULTANT shall coordinate to the best of their ability within the typical standard of care, with the CM, City and City IT Division in locating all piping, conduit, infrastructure, structured cable and devices prior to concrete pours, drywall or other concealment with special attention being called to the power, security and communications systems.

3) THE CONSULTANT shall review contractor shop drawings and submittals.

4) THE CONSULTANT shall review contractor applications for payment.

5) THE CONSULTANT shall conduct a Substantial Completion evaluation and prepare certificate with a punch list of deficiencies.

6) THE CONSULTANT shall attend twice-monthly construction meetings with the City, CM, vendors and agencies and as necessary to administer the construction of the building. Contractor shall prepare Meeting Agenda and Meeting Reports for each encounter. The City will schedule the meetings and be present at all meetings. The number of visits is based on bi-weekly visits for the duration of the construction schedule including the period between substantial completion and final completion. Additional site visits as necessary due to the stage of construction or specific issues that occur are also included.

7) THE CONSULTANT shall conduct a pre one year warranty walk.

*** End of Scope of Services**

City of Kissimmee
EOC & Parking Garage
Exhibit C – Compensation Schedule
Planning, Design, Permitting & Construction Administration

August 3, 2025 – Page 9

Professional Building Design Services Compensation

Planning		
Planning documents complete	10%	$ 199,200.00
Schematic Design		
Schematic documents complete	15%	$ 298,800.00
Design Development		
Design development documents complete	25%	$ 498,000.00
Construction Documents Phase		
90% complete construction documents	20%	$ 398,400.00
100% complete construction documents	8%	$ 159,360.00
Bidding assistance & documentation complete	2%	$ 39,840.00
Construction Administration		
Construction Administration	20%	$ 398,400.00
TOTAL LUMP SUM COMPENSATION (includes expenses)	**100%**	**$ 1,992,000.00**

**jl2 Architecture will bill a percentage of each completed task listed above, on a monthly basis.*
**Other scope items such as surveying, geotechnical & environmental site analysis will be billed as completed.*
**Fee structure & billing is dependent upon the EOC/Garage and Forensic projects running concurrently.*

1) Per phased submittal, the Consultant will submit electronic prints as follows to the City:
    a. 1 set of spec books, cut sheets, cost estimates, calculations, project requirements, manual, etc.
    b. full size set of drawings.

2) To be provided with the Design Development submittal:
    a. Electronic Interior Finish Boards-minimum of two options.
    b. Electronic renderings.

3) 1 set of electronic media (AutoCAD, MS Word, MS Excel and PDF) of the above documents per submittal.

4) The Consultant will submit prints as necessary to jurisdictional agencies.

Notes:
- Full size drawings shall be 30 inches x 42 inches
- Half size drawings shall be 15 inches x 22 inches

Principal	$250.00
Project Director / Manager	$190.00
Project Architect	$170.00
Senior Interior Designer	$170.00
Designer	$130.00
Specification Writer	$170.00
Construction Administration	$160.00
Administration	$ 95.00

**Rates provided are only for use if additional services or additional scope items are added to the project. Actual billing rates will vary by individual and will vary with customary compensation changes and will be adjusted during normal annual review periods.*

Total Design Phases = 10 months
**Schedule is an estimate currently and is dependent on the EOC, Garage & Forensics projects running concurrent milestone schedules.*

Planning = 60 days
*Includes in meeting page turn for City Review

Schematic Design = 60 days
*Includes in meeting page turn for City Review

Design Development = 90 days
*Includes in meeting page turn for City Review

Construction Documents
90% Construction Documents = 60 days

City detailed review of document = 15 days

100% Construction Documents = 30 days

Permitting & Bidding = 90 days (estimated)
**Dependent upon whether permitting & bidding run concurrently*

Construction Administration/Close Out = 16 months (estimated)

August 3, 2025

Mr. Ivan Lespier
Senior Construction PM
City of Kissimmee
101 Church Street Suite 301
Kissimmee, FL 34741

RE: Kissimmee—EOC & Parking Garage

SUBJECT: Professional Architectural & Engineering Design Services
Commission No.– 2025-P012

Dear Mr. Lespier:

jl2 Architecture appreciates the opportunity to submit our proposal for Architectural and Engineering services for the City of Kissimmee's new EOC & Parking Garage. Included are the attached exhibits: A-Scope of Project, B-Scope of Services, C-Compensations Schedule, D-Deliverables and E-Hourly Rates and F-Calendar Schedule.

For the design of the EOC & Garage, we propose a fixed fee of $1,992,000.00 (One Million Nine Hundred and Ninety-Two Thousand Dollars). This fee includes architectural, interior design, civil, geotechnical, landscape, irrigation, land surveying, environmental, structural, mechanical, electrical, plumbing, fire protection, security & communication services in the following phases: planning, schematic design, design development, construction documents, bidding & construction administration.

Our proposal is based upon the final scope of work identified in RFQ2025-001 and the scoping meeting held with the City on June 18, 2025. jl2 Architecture will be responsible for the architectural and engineering design / coordination utilizing the following consultants:

1. CPH/Environmental/Surveying/Civil/Landscape & Irrigation Engineering located in Orlando, FL.
    a. Fee-**$108,482.00.00**
2. Burton Braswell Middlebrooks (BBM)/Structural Engineer located in Longwood, FL.
    a. Fee-**$110,000.00**
3. TLC Engineering/MEP/FP/Security/Communications Engineers located in Orlando, FL.
    a. Fee-**$289,800.00**
4. ECS /Geotechnical located in Orlando, FL.
    a. Fee-**$15,000.00 Allowance**

Clarifications:

1. Sustainable certification of any kind is not included.
2. The proposal utilizes the Florida DMS curve in development of all fees.
3. City to provide all existing building drawings available for surrounding facilities (BIM & PDF).
4. Agency fees associated with the building, environmental or site permitting process are not included.
5. Solar design is not included.
6. Project to be completed using 3D Building Information Modeling (Revit / BIM).
7. Project to utilize a CMAR.
8. Construction Administration (CA) services assumes an estimated construction duration of 16 months.
9. CA services include field observations but do not include inspections.
10. All expenses are included in the lump sum fee.
11. Draft schedule and fee structure is dependent on the ability to run both the Garage, EOC & Forensic projects concurrently.

We hope this proposal meets with your approval and we are available to discuss with you or your staff any aspect of the information contained herein. jl2 Architecture is prepared to initiate start-up immediately at the direction of the City of Kissimmee and we are committed to servicing you with our fullest capabilities. We look forward to hearing from you soon.

Sincerely,

Johnnie Lohrum Jr., RA
President

Attachments:
Exhibit A--Scope of Project
Exhibit B--Scope of Services
Exhibit C--Compensation Schedule
Exhibit D--Deliverables
Exhibit E--Hourly Rates
Exhibit F--Calendar Schedule

The City of Kissimmee is seeking to construct a new parking garage, EOC and evidence forensics facility adjacent to the existing Police Department located at 8 North Stewart Avenue, Kissimmee, FL 34741. The proposed Operations facility is currently estimated at 15,000sf with a parking garage sized for approximately 250 spaces. The new evidence forensics facility is currently estimated at approximately 8,000sf. The project has established an estimated construction budget of $20 million.

jl2 Architecture and its Engineering team will be wholly responsible for the design of the Garage and EOC. jl2 Architecture will work in concert with PBK Architects to develop the Evidence Forensics facility. PBK will provide programming and construction documentation for the evidence forensics facility only, through 60% Construction Documents and will turn over the remaining scope of work to jl2 Architecture. jl2 Architecture will complete the scope of work and remaining construction documents for the evidence forensics facility in addition to the scope of work for the parking garage and EOC.

The new Facility structure and components shall be a Risk Category IV hardened design meeting all Florida Building Code requirements for risk category IV buildings in this area. Integration of mechanical, electrical, plumbing, fire protection, fire alarm, security surveillance, access control, and communications systems for 24-hour operation in addition to an emergency event is essential. The project will consider utilizing sustainable design strategies without certification.

jl2 Architecture will coordinate with the City, all representatives & the City's Project Manager from design through construction completion. We will develop / implement fiscally responsible design, materials and systems for the building and site within an approved construction budget.

Scope of work includes, but is not limited to:

1. Leading, documenting, and distributing all assessment, planning, and design coordination meetings with the City, and or related agency.
2. Complete permitting support, including but not limited to coordination with:
   • City of Kissimmee: Planning, Zoning, Engineering, Building, Fire, and Aviation.
   • All External agencies: TOHO, SJRWMD, FDEP, EPA, DOH, and others.
3. Civil/environmental scope covering utility locates, design, traffic studies, stormwater, drainage, and environmental assessments.
4. Coordination and integration of technology systems (security, access control, comms, AV, IT) following City standards.
5. Generator and emergency power backup system design.
6. Active administration and documentation of the GMP process along with the CMAR, including participation in value engineering and revisions needed to align with the City's construction budget.
7. Completion and integration of the Forensics Facility scope, including all specialized areas, HVAC zoning, evidence handling, and environmental controls.
8. Active QA/QC reviews and reports as part of the scheduled site visits.

Phase One – Planning

1) The CONSULTANT shall prepare a programming questions for City staff as part of the initial data gathering.

2) The CONSULTANT shall conduct interviews with City staff for the development of conceptual design for the new EOC and Garage. Interviews will focus on the key functional and operational characteristics of the facility, including current staffing and projected staffing, labor agreements, fleet size, mix and projected growth.

3) THE CONSULTANT shall prepare a PRM (Project Requirements Manual) to include the following:
   A) Conceptual Design Narrative:
      - List of goals and objectives of the City for the building.
      - Design criteria for each building system – architectural, structural, HVAC, electrical, lighting, plumbing, fire protection, lightning protection, security, fire alarm, IT/ Communications/ AV Systems, civil engineering (utilities, zoning, parking, environmental, grading, drainage, paving, access, special items such as automated building systems.), landscaping and irrigation, special systems, building automation system, redundant systems, self-sufficient on-site utilities and related issues. Design criteria shall include, but not be limited to, redundant systems, systems for 24 hour operation, emergency back-up systems such as generators.

   B) Detailed list of all permits required, estimated application fees, required documents and calendar schedule.

   C) Summary of sustainable strategies to be implemented.

   D) Building Program Spreadsheet with room names, square footages of City program spaces and core infrastructure space and total square footage.

   E) Building / facility adjacency diagrams.

   F) Conceptual site plan. Diagrammatic site plan layouts including building footprint, parking and drive access, storm water, utilities, emergency vehicle access, easements, setbacks, environmental analysis.

G) Water/ sewer utility capacity analysis and recommendation.

H) Fire hydrant testing

I) Report of data collection and analysis.

J) Meeting minutes.

K) Preliminary Civil / Site environmental assessment.

4) THE CONSULTANT shall conduct Design Workshops where THE CONSULTANT sketches diagrams and drawings alongside City staff to fully investigate the building and site layout in a collaborative manner. The consultant will prepare as many site & building layouts as necessary to incorporate the City's vision, pending project timing.

5) THE CONSULTANT shall conduct Meetings with the City, vendors and agencies as necessary to design the building. THE CONSULTANT shall prepare Meeting Agendas and Meeting Reports for each encounter. The City will schedule City-CONSULTANT meetings. THE CONSULTANT will schedule vendor and agency meetings such that the City may be present at all meetings.

Phase Two – Schematic Design

1) THE CONSULTANT shall prepare computer generated dimensioned, to scale drawings:
   a) Floor plan with structural elements, furniture, equipment & cabinetry.
   b) Life safety floor plan
   c) Exterior elevation views of the building indicating materials of exterior envelope. North, south, east, west.
   d) Building Section (one).
   e) Typical Wall Section (one).
   f) Civil site layout drawing.
   g) Site layout drawing with circulation patterns for vehicles, equipment, materials and utilities.

6) THE CONSULTANT shall update the PRM (Project Requirements Manual) to include the following:
   A) Conceptual Design Narrative:
      - List of goals and objectives of the City for the building.
      - Design criteria for each building system – architectural, structural, HVAC, electrical, lighting, plumbing, fire protection, lightning protection, security, fire alarm, IT/ Communications/ AV Systems, civil engineering (utilities, zoning, parking, environmental, grading, drainage, paving, access, special items such as automated building systems.), landscaping and irrigation, special systems, building automation system, redundant systems, self-sufficient on-site utilities and related issues. Design criteria shall include, but not be limited to, redundant systems, systems for 24 hour operation, emergency back-up systems such as generators.

2) THE CONSULTANT shall prepare a sustainability requirements narrative with line items describing each sustainable design element in the project.

3) THE CONSULTANT shall provide land surveying engineering services. Land surveys to be signed and sealed by a Florida licensed surveyor. Land surveys to include boundary, legal description and topography. Topography in one foot contours plus spot elevations of buildings, structures, pavement and related appurtenances.

4) THE CONSULTANT shall prepare Schematic Site Plans and related appurtenances with the intent of having one final option utilized as the basis of the schematic design package.

5) The CONSULTANT shall prepare Schematic Floor Plans with the intent of having one final option utilized as the basis of the schematic design package.

6) THE CONSULTANT shall prepare a building and site code summaries including FBC, NFPA, NEC City of Kissimmee Ordinances and other jurisdictional agency codes.

7) THE CONSULTANT shall prepare a detailed review of necessary CM submittals such as reports, tests, field notes, meeting notes, cost estimates, pricing, value engineering, GMP forecasts, CPM schedules, subcontractor bids, submittals, subcontractor qualifications. CONSULTANT shall submit review comments and recommendations to the City where appropriate. CONSULTANT shall respond to CM questions and requests for information which may include alternative designs, supplemental drawings.

8) THE CONSULTANT shall conduct meetings with the City, vendors and agencies as necessary to design the building. THE CONSULTANT shall prepare Meeting Agenda and Meeting Reports for each encounter. The City will schedule City- CONSULTANT meetings. THE CONSULTANT will schedule vendor and agency meetings such that the City may be present at all meetings. The quantity of meetings will be on the basis of the preliminary schedule and includes additional meetings as necessary due to specific issues or needs as they arise.

Phase Three – Design Development

1) THE CONSULTANT shall obtain site development permits as required for agencies such as, FFWCC, SJRWMD, FDEP, City Land Development (conceptual, final if required and development order), DOH and any others required for the construction of the project.

2) THE CONSULTANT shall begin the site development approval process for utilities (water, sewer, gas, power, phone, cable, etc).

3) THE CONSULTANT shall prepare an outline specification (CSI div 1 through 26) with product cut sheets per division.

4) THE CONSULTANT shall prepare two color, computer generated, rendered, three dimensional exterior views of the building. Fully rendered with cars, people, landscaping, sunlight and shadows and the like. THE CONSULTANT shall revise colors and cladding on rendering as may be necessary to match the color and cladding material approvals by the City.

5) THE CONSULTANT shall prepare electronic interior finishes sample board.

6) THE CONSULTANT shall prepare a detailed review of necessary CM submittals such as reports, tests, field notes, meeting notes, cost estimates, pricing, value engineering, GMP forecasts, CPM schedules, subcontractor bids, submittals, subcontractor qualifications. CONSULTANT shall submit review comments and recommendations to the City where appropriate. CONSULTANT shall respond to CM questions and requests for information which may include alternative designs, supplemental drawings.

7) THE CONSULTANT shall prepare dimensioned, to scale drawings including base bid and alternate plans:
   a) Updated floor plan with structural elements, furniture, equipment, and cabinetry.
   b) Structural foundation and framing plans.
   c) Exterior elevation views of the building indicating materials of exterior envelope. North, south, east, west.
   d) Building Sections.
   e) Wall Sections.
   f) Roof plan with all penetrations and equipment.
   g) Typical roof detail.
   h) Interior finish schedule.
   i) Door and Window Schedule.
   j) Reflected ceiling plan with all ceiling mounted systems.
   k) Life safety plan with updated building code summary.
   l) Civil site drawings.

m) Landscape and irrigation drawings.
n) Electrical, communication, lighting and A/V drawings. Communication systems include site fiber optic structured cabling. Communications to include structured cabling and racks for telephone, building automation, computers and audio-visual systems.
o) Lighting design plan.
p) Lightning protection plan.
q) Electrical and communications site plan.
t) Enlarged room plans with furniture and equipment layouts – mechanical, electrical, communications, restrooms and showers, lobby, rooms with cabinetry, plumbing, lobby and special finishes or special equipment.
u) HVAC, plumbing and fire protection drawings.
v) Building automation drawings.
w) Generators and redundant systems plans.

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Phase Four & Five – Construction Documents/Bidding

1) THE CONSULTANT shall provide all required documents for building permit application and jurisdictional agency submittals. SJRWMD, DEP, FFWCC City Land Development. THE CONSULTANT shall respond to agencies and revise the construction documents as necessary to obtain agency approvals and for construction permits. The cost of jurisdictional agency application, registration, review and permitting fees are not included.

2) THE CONSULTANT shall prepare technical specifications division 1 through 26 – Construction Specification Institute format. All specifications shall be in a book not on the drawings. Finish door hardware schedule, civil engineering specs, landscape architecture specs, architectural specs, structural system specs, communication specs, security specs, electrical specs, mechanical specs, plumbing specs, building automation specs, generator and redundant system specs, fire protection specs, vehicle maintenance equipment specs, , cold storage equip. specs, equipment specs, specialty equipment specs, liquid and airborne hazardous materials containment systems specs, cabinetry and fixed equipment specs & A/V specifications will be included as a part of the division 1 through 26 specs in the book.

3) THE CONSULTANT shall prepare a detailed review of necessary CM submittals such as reports, tests, field notes, meeting notes, cost estimates, pricing, value engineering, GMP forecasts, CPM schedules, subcontractor bids, submittals, subcontractor qualifications. CONSULTANT shall submit review comments and recommendations to the City where appropriate. CONSULTANT shall respond to CM questions and requests for information which may include alternative designs, supplemental drawings.

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7) THE CONSULTANT shall conduct a pre one year warranty walk.

*** End of Scope of Services**

City of Kissimmee
EOC & Parking Garage
Exhibit C – Compensation Schedule
Planning, Design, Permitting & Construction Administration

August 3, 2025 – Page 9

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Construction Documents
90% Construction Documents = 60 days

City detailed review of document = 15 days

100% Construction Documents = 30 days

Permitting & Bidding = 90 days (estimated)
**Dependent upon whether permitting & bidding run concurrently*

Construction Administration/Close Out = 16 months (estimated)

ITEM 7.T
Kissimmee Mill Run Park Fire Station – Construction Manager At Risk, Guaranteed Maximum Price Addendum with CORE Construction

Request

Request approval of the Guaranteed Maximum Price Addendum with CORE Construction, and authorization to replace Exhibit “C,” which was originally included as a placeholder in the Construction Manager at Risk contract (#20250225), with the finalized Exhibit “C” establishing the GMP for the new Kissimmee Fire Department Mill Run Park Fire Station.

Explanation

On March 4, 2025, the City Commission approved an Agreement with CORE Construction to provide Construction Manager at Risk (CMAR) services for the new KFD Mill Run Park Fire Station, along with a Pre-Construction Services Addendum in the amount of $38,118. That Agreement included Exhibit “C” as a placeholder to be replaced once the Guaranteed Maximum Price (GMP) was finalized.

CORE Construction, in collaboration with The Lunz Group and City staff, has completed pre-construction services and submitted a final GMP proposal, dated August 7, 2025, for the construction of the Mill Run Park Fire Station. The value of the GMP is $10,611,211, which covers all labor, equipment, materials, and supervision required to complete the project. Approval of this item will formally replace the placeholder Exhibit “C” of the CMAR contract with the finalized Exhibit “C,” establishing the GMP and authorizing CORE Construction to proceed with construction.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
36035106-506292	FD2528	Decrease	$12,361,882	$10,611,211

Financial Summary:

Adequate funding is readily available in the account listed above.

Recommendation

Approval of the Guaranteed Maximum Price Addendum with CORE Construction for the Mill Run Park Fire Station project. Authorization for the City Manager or designee to execute any related documents and change orders necessary to carry out the terms of this agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. (S) Kissimmee Mill Run Fire - Exhibit C - GMP (CORE signed)
2. KFD Mill Run Fire Station CMAR Contract
3. Kissimmee Mill Run Fire Station GMP

EXHIBIT "C"

GMP ADDENDUM
to
Agreement between City of Kissimmee and Construction Manager At Risk

Mill Run Fire Station

Pursuant to the Master Services Agreement (the "Agreement") dated April 15, 2025 between City of Kissimmee City Commission, a municipal corporation of the State of Florida (the "City") and CORE CONSTRUCTION SERVICES OF FLORIDA LLC., (the "Construction Manager"), with respect to the Project, as identified and described in the Pre-Construction Addendum, the City and the Construction Manager hereby establish a Guaranteed Maximum Price (GMP), Contract Time for the Work and amend the Agreement as set forth below.

1. The Construction Manager's (GMP) for the Work as defined in Section 6.1.3 and the Construction Manager's Fee as defined in Section 6.1.2, for the Construction Phase Services is $10,611,211.00.

2. This price is for the performance of the Work in accordance with the Schedules listed below and attached to this Addendum as follows:

Schedule 1 Construction Manager's Personnel.
Schedule 2 Contract Drawings & Specifications.
Schedule 3 GMP Bid Breakdown.
Schedule 4 Clarifications, Assumptions, Exclusions and Allowances.

3. Pursuant to Section 1.3.12 of the Agreement, the City's Construction Budget is estimated at $ 10,929,574.00 including all Construction Manager fees, costs of the work, the City's Allowances and the Construction Manager's contingencies within the GMP as defined in Articles 2, 3 and 6 of the Agreement.

4. Pursuant to Section 1.3.12 of the Agreement, the City's funds budgeted for the development of the Project including the construction budget and all professional service fees and equipment necessary to develop the project, excluding land costs is $ 12,361,882.00.

5. Pursuant to Article 2, Section 2.5, the Project critical dates are as follow:

A.	Construction Phase Commencement Date	Date stated in the Notice To Proceed
B.	Project Substantial Completion Date	450 Days from Construction Phase Commencement Date
C.	Project Final Completion Date	30 Calendar Days after Substantial Completion

6. In the event the Construction Manager does not achieve Substantial Completion within the Contract Time, including approved extensions, the Construction Manager shall pay the City, as liquidated damages and not as a penalty, the sum of $ 1,500.00 per day for each calendar day the actual time of performance exceeds the authorized Contract Time.

7. The Construction Manager shall not be due any additional Construction Phase Fee on increases in the GMP that do not exceed a cumulative total of $ 318,363.00. Should the GMP be increased by more than $ 318,363.00 under the terms of Article 7 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be 5% percent of that portion of the accumulative increases in the GMP that exceed the GMP by more than $ 318,363.00.

8. The Construction Manager's Fee for overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, shall be 7.0 % of the GMP value and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials (see Article 8.1.3), as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less.

9. Pursuant to Section 6.1.3.2.2, the cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of 1.40 % of the final Contract Amount and Construction Manager bonds will be cost at a fixed rate of 1.25 %. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Manager overhead and profit fee on this item.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives, as of the effective date.

CITY OF KISSIMMEE, a municipal corporation of the State of Florida

ATTEST:

Clerk

By: _____
City Clerk

By: _____
Mayor

Date: _____

Approved as to form and legal sufficiency:

_____
City Attorney

CORE CONSTRUCTION SERVICES OF FLORIDA LLC a Florida corporation

Attest:

_____
Vice President of Operations

By: _____

Title: Vice President

110 Hillcrest Street
Orlando, FL 32801

T 407.519.1390

August 7, 2025

Ivan Lespier, MBA, EM
Senior Construction Project Manager
Public Works and Engineering
City of Kissimmee
101 Church Street, Suite 301
Kissimmee, FL 34741

Dear Ivan,

Please find the enclosed 100% GMP Estimate for the City of Kissimmee Mill Run Fire Station, with a total value of $10,611,211.

Our team has thoroughly reviewed and leveled all subcontractor proposals, which have informed the attached estimate. In addition, we have prepared and included a detailed construction schedule and a comprehensive site logistics plan.

We will continue to focus on value engineering, aiming to present quality cost-saving options for the team's consideration. To date, we've identified over $600,000 in potential savings, not included in the GMP total above. These efforts are ongoing, with particular attention to landscaping, apparatus bay doors, cabinetry, and the site development package.

This GMP is based on a 15-month construction schedule from mobilization through substantial completion.

Please don't hesitate to reach out with any questions or feedback.

Respectfully,



Judd Foelker
PreConstruction Manager

City of Kissimmee Mill Run Fire Station

Guaranteed Maximum Price

August 5, 2025

110 Hillcrest St
Orlando, FL 32801
T 407.519.1390

www.coreconstruction.com

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SUMMARY ESTIMATE

City of Kissimmee Mill Run Fire Station
Guaranteed Maximum Price
August 5, 2025

Kissimmee Mill Run Fire Station No. 5

GMP [Summary Estimate]

August 5, 2025

Description	Estimate Total
1 - COST OF WORK	**7,780,454**
1B-SITE DEVELOPMENT	**1,095,259**
31-2000 SITE DEVELOPMENT PACKAGE	1,048,811
50-2000 MATERIALS TESTING	22,688
50-3000 SURVEYING	23,760
1C-LANDSCAPING & SITE AMENITIES	**273,719**
32-7100 FENCES & GATES	157,095
32-8000 LANDSCAPING / IRRIGATION	116,624
1D-BUILDING STRUCTURE	**1,090,691**
03-3000 CONCRETE	457,500
04-2000 UNIT MASONRY	315,595
05-1200 STRUCTURAL STEEL	317,596
1F-BUILDING ENVELOPE	**617,197**
07-1000 WATERPROOFING	28,000
07-2600 FIRESTOPPING	29,045
07-3000 ROOFING	340,937
09-1900 STUCCO & BRICK VENEER	219,215
1G-DOORS & WINDOWS	**891,500**
08-2000 DOORS, FRAMES & HW	169,060
08-3050 APPARATUS BAY DOORS	490,250
08-8400 ALUMINUM STOREFRONTS & WINDOWS	232,190
1H-FINISHES	**700,124**
06-4050 CABINETS & COUNTERTOPS	149,840
09-2000 METAL FRAMING & DRYWALL	252,359
09-5100 ACOUSTICAL CEILINGS	27,141
09-6000 FLOORING & TILE	79,821
09-8000 SPECIAL COATINGS	109,500
09-9000 PAINTING	73,440
09-9990 FINAL CLEANING	8,023
1I-SPECIALTIES	**155,414**
10-0010 GENERAL SPECIALTIES	47,763
10-3070 SIGNAGE	6,566
10-3120 LOCKERS	46,850
10-3350 ALUMINUM CANOPIES	54,235
1J-EQUIPMENT & FURNISHINGS	**137,457**
11-0210 APPLIANCES	87,758
11-8215 COMMERCIAL LAUNDRY EQUIPMENT	44,285
12-5020 WINDOW TREATMENTS	5,414
1L-MEP SYSTEMS	**2,769,093**
21-1000 FIRE SPRINKLER SYSTEM	79,500
22-1000 PLUMBING	650,025
23-8000 HVAC	999,150
26-1000 ELECTRICAL	1,040,418
1M - ALLOWANCES	**50,000**
MARKET CONDITIONS ALLOWANCE	50,000
2 - GC'S, CONTINGENCY, INSURANCE & FEE	**2,830,757**
2A - GENERAL CONDITIONS	**1,437,823**
01-1000 GENERAL CONDITIONS	1,147,429
01-1001 GENERAL REQUIREMENTS	290,394
2B - BONDS & INSURANCE	**422,195**
85-2100 PAYMENT & PERFORMANCE BONDS	132,640
85-2200 GL/UMBRELLA	148,557
85-2360 SUB DEFAULT INSURANCE	140,998
2C - CONTINGENCY	**276,548**
90-1000 CONSTRUCTION CONTINGENCY (3.00%)	276,548
2D - CM FEE	**694,191**
CM FEE (7.00%)	694,191
Grand Total	**10,611,211**

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GENERAL CONDITIONS

Kissimmee Mill Run Fire Station #5

GMP Estimate [General Conditions]

August 5, 2025

Description	% Allocated	Qty	Unit	Unit Rate	Total
01 - PROJECT OVERSIGHT					**96,134.92**
PROJECT DIRECTOR	20.00%	521	HOURS	184.52	**96,134.92**
02 - PROJECT MANAGEMENT					**532,465.92**
PROJECT ENGINEER 1	100.00%	2,604	HOURS	83.45	**217,303.80**
PROJECT MANAGER	100.00%	2,604	HOURS	121.03	**315,162.12**
03 - FIELD SUPERVISION					**422,301.08**
ASSISTANT SUPER 1	15.00%	391	HOURS	104.12	**40,710.92**
SENIOR SUPER 1	100.00%	2,604	HOURS	146.54	**381,590.16**
04 - ADMIN					**66,367.00**
ACCOUNTANT	10.00%	260	HOURS	87.50	**22,750.00**
PROJECT COORDINATOR	25.00%	651	HOURS	67.00	**43,617.00**
05 - MISC					**30,160.00**
SAFETY	10.00%	260	HOURS	116.00	**30,160.00**
General Conditions Total					**1,147,428.92**

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GENERAL REQUIREMENTS

Kissimmee Mill Run Fire Station #5

GMP Estimate [General Requirements]

August 5, 2025

Description	Qty	Unit	Unit Rate	Total
01 - MANAGEMENT SERVICES				**103,713.54**
GAS / TOLLS	6,380	HOURS	1.10	**7,018.00**
IT & SOFTWARE	9,895	HOURS	5.50	**54,422.50**
MOBILE PHONES	8,984	HOURS	1.00	**8,984.00**
VEHICLE EXPENSES	6,380	HOURS	5.22	**33,289.04**
02 - FIELD OFFICE				**50,175.00**
FIELD OFFICE - [1 SINGLE-WIDE]	15	MONTHS	3,000.00	**45,000.00**
FIELD OFFICE FURNISHINGS	1	LS	1,050.00	**1,050.00**
FIELD OFFICE INTERNET SERVICE	15	MONTHS	125.00	**1,875.00**
FIELD OFFICE SHIPPING/MAIL	15	MONTHS	50.00	**750.00**
FIELD OFFICE SUPPLIES	15	MONTHS	100.00	**1,500.00**
03 - JOBSITE CONTROLS & SAFETY				**46,335.00**
DRINKING WATER	15	MONTHS	125.00	**1,875.00**
JOB DEMOBILIZATION	1	LS	2,000.00	**2,000.00**
JOB MOBILIZATION	1	LS	3,000.00	**3,000.00**
JOB SIGNAGE	1	LS	8,500.00	**8,500.00**
SAFETY SUPPLIES & EQUIPMENT	15	MONTHS	400.00	**6,000.00**
TEMPORARY FENCE	1,920	LF	13.00	**24,960.00**
04 - SANITARY FACILITIES & CLEAN-UP				**32,125.00**
DUMPSTERS	35	EA	575.00	**20,125.00**
TEMPORARY TOILETS / HANDWASH STATIONS [S	15	MONTHS	800.00	**12,000.00**
05 - EQUIPMENT				**6,000.00**
HAND TOOL PURCHASES	15	MONTHS	300.00	**4,500.00**
SMALL EQUIPMENT RENTAL	2	MONTHS	750.00	**1,500.00**
06 - MISCELLANEOUS				**1,000.00**
PROJECT MEETINGS	1	LS	500.00	**500.00**
PROMOTION/MARKETING	1	LS	500.00	**500.00**
07 - PUNCH-OUT				**1,456.02**
PUNCH LIST - MATERIAL	16,178	SF	0.07	**1,132.46**
WINDOW REPAIR	16,178	SF	0.02	**323.56**
08 - PROJECT DOCUMENTATION				**49,590.00**
AS BUILT DRAWINGS	1	LS	500.00	**500.00**
BLUEPRINTS	8	LS	500.00	**4,000.00**
DRONE DEPLOY	1	LS	2,100.00	**2,100.00**
PROCORE	1	LS	10,500.00	**10,500.00**
SMART PM	15	MONTHS	130.00	**1,950.00**
TEXTURA PAYMENT MANAGEMENT FEE [$10M-$2	1	0	4,290.00	**4,290.00**
WARRANTY MANAGEMENT	1	LS	26,250.00	**26,250.00**
General Requirements Total				**290,394.56**

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BID TABULATION

City of Kissimmee Mill Run Fire Station
Guaranteed Maximum Price
August 5, 2025

BID LEVELLING RESULTS

PROJECT	Kissimmee Mill Run Fire Station No. 5
CM	CORE
DATE	August 5, 2025
A/E	Lunz Group

DIV NO.	DIVISION DESCRIPTION	LEVELLED BID VALUE	CM SELECT	BID REVIEW MEETING NOTES
03	CONCRETE			
	Don Kings Concrete, Inc	$ 457,500	X	TERMITE TREATMENT, SITE CONCRETE, FLOOR PROTECTION IN APPARATUS BAY
	Hommes Masonry Inc	$ 516,250		SITE CONCRETE, FLOOR PROTECTION, SIDEWALKS,
	BNG Construction	$ 543,961		SITE CONCRETE, FLOOR PROTECTION, SIDEWALKS, HOUSEKEEPING PADS
	VMG Construction	$ 592,249		
04	UNIT MASONRY			
	Hommes Masonry Inc	$ 315,595	X	MOCK-UP PANEL, TEXTURA
	Ron Kendall Masonry Inc	$ 324,691		MOCK-UP PANEL, TEXTURA
	Stonewall Masonry	$ 625,300		MOCK-UP PANEL
05	STRUCTURAL STEEL			
	East Coast Metal Structures	$ 317,596	X	ADDED MISC METALS, COMPOSITE CLEANING
	Capital Steel	$ 320,073		ADDED MISC METALS
	Skyline Steel Inc	$ 328,435		ADDED MISC METALS
	Industrial Steel LLC	$ 415,500		ADDED MISC METALS, COMPOSITE CLEANING
	Steel Fabricators LLC	$ 452,967		ADDED MISC METALS, COMPOSITE CLEANING
06	CABINETS & COUNTERTOPS			
	D & R Cabinetry and Millwork	$ 149,840	X	SOLID SURFACE SILLS AND TOPS, POST INSTALLATION PROTECTION
	Jensen Interiors	$ 190,550		
07	WATERPROOFING			
	Central Florida Waterproofing	$ 28,000	X	DEDUCT FOR EXTERIOR CMU COATING, ADD WATERPROOFING ON RAMP WALLS
	Above All Caulking & Waterproofing	$ 28,850		
	Percopo Coatings Company	$ 31,600		DEDUCT FOR EXTERIOR CMU COATING
	Dennaoui Inc	$ 35,040		DEDUCT FOR EXTERIOR CMU COATING
07	FIRESTOPPING			
	Architectural Coatings Inc	$ 29,045	X	ADD FOR HARDLID MEP PENS, COMPOSITE CLEANING, MEP COORDINATION
	Florida Firestop Systems LLC	$ 52,148		ADD FOR MEP PENS
	Fire Stop Systems LLC	$ 100,035		

DIV NO.	DIVISION DESCRIPTION	LEVELLED BID VALUE	CM SELECT	BID REVIEW MEETING NOTES
07	ROOFING			
	Collis Roofing Inc	$ 340,937	X	COMPOSITE CLEANING, DUMPSTERS, TEXTURA,MEP PENS, MOCK-UP, ROOF WALK PADS
	Hamilton Roofing LLC	$ 371,350		COMPOSITE CLEANING, DUMPSTERS, MOCK-UP, ROOF WALK PADS
	Sutter Roofing Company of Florida	$ 378,915		DUMPSTERS, MEP PENS, ROOF WALK PADS
	P & A Roofing and Sheet Metal	$ 379,000		ROOF WALK PADS
	Atlas-Apex Roofing LLC	$ 416,500		MEP PENS,ROOF WALK PADS
	Atlantic Roofing II of Vero Beach	$ 423,557		DUMPSTERS, ROOF WALK PADS
08	DOORS, FRAMES & HARDWARE			
	Premium Door and Hardware	$ 23,225		LABOR ONLY
	C&S Supply LLC	$ 169,060	X	INSTALL, DOOR PROTECTION, SALES TAX
	Genesis Door & Hardware Inc	$ 171,830		INSTALL, DOOR PROTECTION
	Allied Door & Hardware Company	$ 171,906		DOOR P[ROTECTION, ACCESS PANELS
	DH Pace Company Inc	$ 177,371		DOOR PROTECTION
	Taylor-Cotton-Ridley Inc	$ 209,925		DOOR PROTECTION
08	APPARATUS BAY DOORS			
	American Roll Up Door Company	$ 490,250	X	ELECTRICAL COORDINATION
	DH Pace Company Inc	$ 513,783		ELECTRICAL COORDINATION
	Coast to Coast Garage Door	$ 596,087		
08	ALUMINUM STOREFRONTS & WINDOWS			
	Lotti Services & Construction	$ 138,500		INCOMPLETE, EXCLUDED WINDOWS
	Architectural Glass Services	$ 232,190	X	WATER TESTING, MOCK UP, TEXTURA
09	STUCCO & BRICK VENEER			
	3MG Roofing	$ 219,215	X	COMPOSITE CLEAN, WINDOW/DOOR WATERPROOFING, MOCK UP
	C & S Exterior	$ 224,863		
	Central Florida Construction	$ 251,161		
	Lion TB Construction Company	$ 272,215		
09	METAL FRAMING & DRYWALL			
	SJS Drywall & Texture	$ 252,359	X	FRP AT PANTRIES & INSULATION
	Kenpat of Central Florida LLC	$ 280,454		FRP AT PANTRIES
	ADP Construction LLC	$ 314,308		FRP AT PANTRIES
	Sky Builders USA LLC	$ 418,550		FRP AT PANTRIES
	H3FOUR General Contractors	$ 575,000		FRP AT PANTRIES
09	ACOUSTICAL CEILINGS			
	Acousti Engineering Company	$ 27,141	X	
	H3FOUR General Contractors	$ 30,328		QUANTITY ADJUSTMENT
	SJS Drywall & Texture	$ 37,320		
	ADP Construction LLC	$ 56,637		
09	FLOORING & TILE			
	AJ Flooring	$ 79,821	X	ADDED INSURANCE AND FLOOR PROTECTION
	Jensen Interiors	$ 87,312		
	H4FOUR General Contractors	NO BID		MARKED AS 'TBD' ON PROPOSAL

DIV NO.	DIVISION DESCRIPTION	LEVELLED BID VALUE	CM SELECT	BID REVIEW MEETING NOTES
09	SPECIAL COATINGS			
	Scaife Enterprises	$ 84,999		NOT PER SPEC, VE OPTION
	Phoenix Concrete Coatings	$ 85,731		NOT PER SPEC, ADD FOR MEZZANINE SPACE
	Stonhard	$ 109,500	X	SOLE PRODUCT SPECIFIED
09	PAINTING			
	Dunkman Paint and Wall Coverings	$ 44,999		INCOMPLETE BID, FLAGGED PREQUALIFICATION
	SJS Drywall and Texture	$ 73,440	X	FIRE SUPPRESION PAINTING REQ.
	Percopo Coatings Company Inc	$ 77,050		FIRE SUPPRESION PAINTING REQ.
	Intex Coatings	$ 86,350		FIRE SUPPRESION PAINTING REQ.
	H3FOUR General Contractors	$ 94,440		FIRE SUPPRESION PAINTING REQ.
09	FINAL CLEANING			
	Kleen Sweep	$ 8,023	X	ADD FOR ADTNL ROUGH CLEAN
	Daisy Fresh Commercial Cleaning	$ 10,650		ADD FOR ADTNL ROUGH CLEAN
	Custom Building Cleaning	$ 17,800		ADD FOR ADTNL ROUGH CLEAN
10	GENERAL SPECIALTIES			
	White Sign Company LLC	$ 9,843		FLAG POLE ONLY
	Mardale Specialties Direct Inc	$ 40,179		SEVERAL MISSING SCOPE ITEM PLUGS, INCOMPLETE
	McLeod General Trades LLC	$ 47,763	X	ADD FLAG POLE
	DDTEN LLC	$ 88,488		ADD MISSING SPECIALTIES
10	SIGNAGE			
	Environmental Graphics	$ 6,566	X	
	Lauretano Sign Group	$ 10,088		
	Creative Sign Designs	$ 12,102		
	Vital Signs of Orlando	$ 12,369		
	White Sign Company LLC	$ 13,827		
10	LOCKERS			
	Elite Storage Products LLC	$ 35,000		NOT PER SPEC (VE OPTION)
	Southern Storage Systems Inc	$ 46,850	X	
	Storagecraft	$ 52,000		
10	ALUMINUM CANOPIES			
	Awning Fac	$ 17,081		NOT PER SPEC (VE OPTION)
	Sundance Architectural Products	$ 48,132		NOT PER SPEC, REMOVED ADD ALT FROM PRICE, ADD FOR SOFFIT,
	Peachtree Protective Covers	$ 54,235	X	BASIS OF DESIGN
	Perfection Architectural Systems	$ 62,373		ADD FOR SOFFIT
	Walt Dittmer & Sons Inc	$ 98,400		PER SPEC
11	APPLIANCES			
	The Boelter Companies Inc / Steiner Atlantic	$ 87,758	X	PLUG STEINER FOR WASHER/DRYER STACKS
11	COMMERCIAL LAUNDRY EQUIPMENT			
	Southeast Laundry Equipment	$ 42,260		NOT BASIS OF DESIGN, UNIMAC PRODUCTS
	Laundry Pro of Florida Inc	$ 44,285	X	
	Steiner Atlantic Corp	$ 49,639		REMOVED WASHER/DRYER
	Commercial Laundry Equipment	$ 72,394		NOT BASIS OF DESIGN, UNIMAC PRODUCTS

DIV NO.	DIVISION DESCRIPTION	LEVELLED BID VALUE	CM SELECT	BID REVIEW MEETING NOTES
12	WINDOW TREATMENTS			
	Rise and Shine Blinds Inc	$ 5,414	X	
	Wild Oak Holding Inc	$ 5,447		
	Vu Window Treatments	$ 8,500		
21	FIRE SPRINKLER SYSTEM			
	Titan Fire Protection Inc	$ 79,500	X	ADDL PRESSURE TEST
	Century Fire Protection LLC	$ 83,100		ADDL PRESSURE TEST
	VSC Fire & Security Inc	$ 85,920		MANPOWER SUPPLEMENT, ADDL PRESSURE TEST
	FE Moran Inc	$ 106,200		ADDL PRESSURE TEST
	Summit Fire & Security LLC	$ 120,130		ADDL PRESSURE TEST
	Southern Fire Protection of Orlando	$ 125,450		
	Ranger Fire Inc	$ 268,368		
22	PLUMBING			
	VMG Mechanical	$ 506,813		MEP COORD, ACCESS PANELS, COMMISSIONING ASSISTANCE, COMPOSITE CLEAN, TEXTURA, FLAGGED PREQUALIFICATION BACKLOG
	Paramount Plumbing Inc	$ 650,025	X	ACCESS PANELS, COMPOSIT CLEANING
	Tharp Plumbing Systems Inc	$ 677,876		ACCESS PANELS, COMPOSIT CLEANING
	API Action Plumbing LLC	$ 927,695		MEP COORD, ACCESS PANELS, COMPOSITE CLEAN
23	HVAC			
	VMG Mechanical	$ 847,561		ACCESS PANELS, COMPOSITE CLEAN, MEP COORD LEAD, COMMISSION ASSIST, F/A COORD, TEXTURA, FLAGGED PREQUALIFICATION BACKLOG
	Comfort Temp Company Inc	$ 999,150	X	
	Armstrong Air & Electric	$ 1,032,100		
	Enery Air Inc	$ 1,476,000		
	CP Custom Air	$ 1,777,000		
26	ELECTRICAL			
	Integrated Fire and Security Solutions	$ 52,895		SECURITY SYSTEM ONLY
	Terrys Electric	$ 1,040,418	X	ADD FOR FIRE ALARM, ADDL CONDUIT FOR APP BAY DOORS, TEXTURA, MEP COOR\D, COMPOSITE CLEAN, GEN FUEL FOR START UP, ACCESS PANELS, FA/HVAC COORDINATION
	Grassland Enterprises	$ 1,226,096		ADDL CONDUIT FOR APP BAY DOORS
31	SITE DEVELOPMENT PACKAGE			
	Whites Site Development Inc	VOID		RESCINDED BID, FLAGGED PREQUALIFICATION
	CCC Site Development	$ 1,048,811	X	UNDERGROUND SOLID WASTE, WHEELSTOPS, CRANE PATH
32	FENCES & GATES			
	West Florida Fence	$ 37,585		MEZZANINE ADD, SITE PRICED AS CHAIN LINK
	All-Rite Fence Services Inc	$ 37,700		MEZZANINE ADD, SITE PRICED AS CHAIN LINK
	Rental N Depot LLC	$ 39,879		MEZZANINE FENCE, FLAGGEDPREQUALIFICATION
	Armstrong Fence Co	$ 157,095	X	OMEGA FENCE, BASIS OF DESIGN

DIV NO.	DIVISION DESCRIPTION	LEVELLED BID VALUE	CM SELECT	BID REVIEW MEETING NOTES
32	LANDSCAPE / IRRIGATION			
	Capital Maintenance & Landscape	$ 116,624	X	IRRIGATION SYSTEM, SOD GUARANTEE
	White Oak Landscape	$ 120,577		IRRIGATION SYSTEM, SOD GUARANTEE
	LSP Nursery Inc	$ 130,500		IRRIGATION SYSTEM
50	MATERIALS TESTING			
	KSM Engineering and Testing	$ 21,682		ADD FOR CMU REINF. AND THIN BRICK INSTALL
	UES Professional Solutions	$ 22,688	X	COMPLETE BID
	ECS Florida LLC	$ 24,310		ADD FOR CMU REINF. AND THIN BRICK INSTALL
	Deitrich Engineering Associates	$ 27,821		ADD FOR CMU REINF. AND THIN BRICK INSTALL
50	SURVEYING			
	American Layout & Land Surveying	$ 23,760	X	
	Leading Edge Land Services	$ 26,360		ADD FOR SITE AS-BUILT
	McGilvaray & Co Surveyors	$ 30,141		
	John B Webb & Associates	$ 43,500		

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CLARIFICATIONS AND QUALIFICATIONS

City of Kissimmee Mill Run Fire Station

Permit Set Estimate [Clarifications & Qualifications]

August 5, 2025

Below is an outline of the assumptions, clarifications & qualifications that were used as the basis of this estimate. This document supersedes any plans, specs or other scope information provided by the Owner or Design Team.

00-0000 GENERAL CLARIFICATIONS
GENERAL NOTES:
IT IS ASSUMED THAT ALL SUBMITTALS WILL BE REVIEWED AND RETURNED BY THE DESIGN TEAM WITHIN 10 WORKING DAYS AFTER SUBMISSION
NO TRAFFIC CONTROL DEVICE IS INCLUDED
THE BASIS ON WHIC MARKUP PERCENTAGES (FEE, INSURANCE, BONDS, ETC.) ARE CALCULATED SHALL BE THE GROSS TOTAL VALUE APPLICABLE, NOT INCLUDING ANY RECUCTIONS FOR OWNER DIRECT PURCHASES.
INCLUDED:
BOUNDARY SURVEY AND BENCHMARK
CONTRACTOR'S STANDARD GENERAL LIABILITY COVERAGE AS A FIXED RATE OF 1.40%
MATERIALS TESTING PER SPECIFICATIONS
PAYMENT & PERFORMANCE BONDS AS A FIXED RATE OF 1.25%
SUBCONTRACTOR DEFAULT INSURANCE AS A FIXED RATE OF 1.75%
NOT INCLUDED - BY OWNER:
BUILDER'S RISK INSURANCE IS NOT INCLUDED, OWNER TO PROVIDE THIS COVERAGE
BUILDING & SYSTEMS COMMISSIONING IF REQUIRED. MEP TRADES WILL COOPERATE
BUILDING PERMIT FEES
DESIGN FEES
IMPACT FEES
TEMP ELECTRIC CONSUMPTION CHARGES
THRESHOLD INSPECTIONS IF REQUIRED
TREE MITIGATION FEES
UTILITY SERVICE PROVIDER METER AND CONNECTION FEES
NOT INCLUDED:
ANY OFF-SITE WORK NOT DELINEATED ON THE PLANS, SPECIFICALLY THE PARK SITE
OWNER CONTROLLED INSURANCE PROGRAM
THIRD PARTY TESTING AND INSPECTIONS INCLUDING BUILDING ENVELOPE, ROOFING/FLASHING, AND MOLD/MILDEW INSPECTIONS
03-3000 CONCRETE
INCLUDED:
VAPOR BARRIER IS PROPOSED AS 15MIL. PER SPEC AS OPPOSED TO 10 MIL NOTED IN PLAN.
06-4050 CABINETS & COUNTERTOPS
INCLUDED:
INCLUDED PLASTIC LAMINATE AND SOLID SURFACE COUNTERTOPS. SOLID SURFACE COUNTERTOPS MEANING ½" ACRYLIC OR POLY RESIN MATERIAL. THERE IS NO STONE INCLUDED IN THIS PROPOSAL.
07-3000 ROOFING
INCLUDED:

Below is an outline of the assumptions, clarifications & qualifications that were used as the basis of this estimate. This document supersedes any plans, specs or other scope information provided by the Owner or Design Team.

TPO ROOFING PROPOSED AS 80 MIL GAF, AND WILL BE INSTALLED TO GAF STANDARDS IN ORDER TO OBTAIN A 30 YEAR NDL WARRANTY (NO SLIP SHEET AS SHOWN IN PLAN).

08-2000 DOORS, FRAMES & HW

INCLUDED:

HARDWARE QUOTED PER HARDWARE SPECIFICATION

HOLLOW METAL DOORS: LEVEL 3 - DESIGNATES A EXTRA HEAVY DUTY COMMERCIAL DOOR OPENING16 GAGE DOORS HOLLOW METAL DOORS QUOTED AS 16GA, A40 MATERIAL, POLYSTYRENE CORE, PRIMED FROM FACTORY.

KEYING WILL BE CONSTRUCTION MASTER KEYED INTERCHANGEABLE CORE, WITH MANUFACTURER'S STANDARD KEYWAY.

WOOD DOORS TO BE PLAIN SLICED RED OAK, PREFINISHED CLEAR FROM FACTORY.

09-1900 STUCCO & BRICK VENEER

INCLUDED:

EMBEDDED STUCCO TRIMS AND FLASHINGS ARE PROPOSED AS PVC, IN OPPOSITION TO METAL TRIMS.

STUCCO APPLICATION IS A SYSTEM CONSISTING 2 COATS OF CEMENTITIOUS WATERPROOFING APPLIED TO THE CMU, AND THE STUCCO DIRECTLY APPLIED TO THE CEMENTITIOUS WATERPROOFING. CEMENTIOUS WATERPROOF PRODUCT IS BASF MASTERSEAL 581.

09-9990 FINAL CLEANING

INCLUDED:

INCLUDED THE COST OF AN ADDITIONAL ROUGH CLEANING - 2 TOTAL

10-0010 GENERAL SPECIALTIES

INCLUDED:

ROBE HOOKS, TOWEL RINGS QUANTITY PRICING TO BE PROVIDED BY SDI. THEY WERE ON THE SPECS, BUT NOT THE PLANS.

10-3350 ALUMINUM CANOPIES

GENERAL NOTES:

BITUMINOUS PAINT SPECIFIED - POWDER PAINT WITH 2 YEAR WARRANTY PROPOSED

INCLUDED:

SIZES OF CANOPIES PROPOSED BY PEACHTREE DO NOT INCLUDE THE SOFFIT MATERIAL. SOFFITS IN THESE CANOPIES ARE EXCLUDED. LIGHT FIXTURE WILL NEED TO BE CHANGED TO AN EQUAL VALUE FIXTURE THAT CAN BE SURFACE MOUNTED, WITH VISIBLE CONDUIT.

22-1000 PLUMBING

NOT INCLUDED - BY OWNER:

UNDERGROUND LP TANK IS NOTED IN PLANS AS BY OTHERS. TO FURTHER CLARIFY, WE HAVE EXCLUDED EXCAVATION, DEWATERING, ANTI-FLOTATION MECHANISMS AND INSTALLATION AS WELL.

23-8000 HVAC

NOT INCLUDED - BY OWNER:

HVAC COMMISSIONING IS BY OWNER, MEP CONTRACTORS WILL COOPERATE PER RESPONSIBILITIES ANNOTATED IN SPEC SECTION 230800.

26-1000 ELECTRICAL

INCLUDED:

COORDINATION OF AND INSTALLATION OF PATHWAY AND BACK BOXES ARE PROVIDED FOR THE LOW VOLTAGE SYSTEMS.

NOT INCLUDED:

Below is an outline of the assumptions, clarifications & qualifications that were used as the basis of this estimate. This document supersedes any plans, specs or other scope information provided by the Owner or Design Team.

NO TRAFFIC CONTROL DEVICE IS INCLUDED
31-2000 SITE DEVELOPMENT PACKAGE
GENERAL NOTES:
ANY PERMIT FEES OVER $3,000 NOT INCLUDED
NO SWPPP PLAN, PERMIT OR FEES INCLUDED
ROW PERMIT NOT INCLUDED
NOT INCLUDED:
THE UNDERGROUND TRASH COLLECTION SYSTEM MATERIAL IS EXCLUDED. WE HAVE INCLUDED COST FOR A CONTRACTOR EXPERIENCED WITH THESE ITEMS TO PERFORM THE INSTALLATION OF OWNER SUPPLIED ITEMS.
32-7100 FENCES & GATES
INCLUDED:
PERIMETER FENCING PRICED AS 70" TALL OMEGA CLASSIC

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ENUMERATION OF DOCUMENTS

City of Kissimmee Mill Run Fire Station
Guaranteed Maximum Price
August 5, 2025

PROJECT MANUAL					
Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
Division 01	General Requirements				
003132	Geotechnical Data	30-Apr-25	NONE	19-May-25	NONE
011000	Summary	30-Apr-25	NONE	19-May-25	NONE
012500	Substitution Procedures	30-Apr-25	NONE	19-May-25	NONE
012600	Contract Modification Procedures	30-Apr-25	NONE	19-May-25	NONE
012900	Payment Procedures	30-Apr-25	NONE	19-May-25	NONE
013100	Project Management and Coordination	30-Apr-25	NONE	19-May-25	NONE
013200	Construction Progress Documentation	30-Apr-25	NONE	19-May-25	NONE
013300	Submittal Procedures	30-Apr-25	NONE	19-May-25	NONE
014000	Quality Requirements	30-Apr-25	NONE	19-May-25	NONE
014100	Testing Laboratory Services	30-Apr-25	NONE	19-May-25	NONE
015000	Temporary Facilities and Controls	30-Apr-25	NONE	19-May-25	NONE
016000	Product Requirements	30-Apr-25	NONE	19-May-25	NONE
017300	Execution	30-Apr-25	NONE	19-May-25	NONE
017419	Construction Waste Management and Disposal	30-Apr-25	NONE	19-May-25	NONE
017700	Closeout Procedures	30-Apr-25	NONE	19-May-25	NONE
017823	Operation and Maintenance Data	30-Apr-25	NONE	19-May-25	NONE
017839	Project Record Documents	30-Apr-25	NONE	19-May-25	NONE
017900	Demonstration Training	30-Apr-25	NONE	19-May-25	NONE
Division 02	Existing Conditions/Site				
NONE	NONE	NONE	NONE	NONE	NONE
Division 03	Concrete				
032900	Under-Slab Vapor Barrier/Retarder	30-Apr-25	NONE	19-May-25	NONE
Division 04	Masonry				
042150	Thin Brick Veneer Units	30-Apr-25	NONE	19-May-25	NONE
Division 05	Metals				
NONE	NONE	NONE	NONE	NONE	NONE
Division 06	Wood, Plastics, and Composites				
061053	Miscellaneous Rough Carpentry	30-Apr-25	NONE	19-May-25	NONE
061600	Sheathing	30-Apr-25	NONE	19-May-25	NONE
064023	Interior Architectural Woodwork	30-Apr-25	NONE	19-May-25	NONE
Division 07	Thermal and Moisture Protection				
071113	Bituminous Dampproofing	30-Apr-25	NONE	19-May-25	NONE
072100	Thermal Insulation	30-Apr-25	NONE	17-Jun-25	NONE
072500	Air Barriers	30-Apr-25	NONE	19-May-25	NONE
074213	Metal Soffit Panels	30-Apr-25	NONE	19-May-25	NONE
075423	Thermoplastic Polyolefin (TPO) Roofing	30-Apr-25	NONE	9-Jun-25	NONE
076100	Metal Roofing	30-Apr-25	NONE	19-May-25	NONE
076200	Sheet Metal Flashing and Trim	30-Apr-25	NONE	19-May-25	NONE
077100	Roof Specialties	30-Apr-25	NONE	19-May-25	NONE
078413	Firestopping	30-Apr-25	NONE	19-May-25	NONE
079200	Joint Sealants	30-Apr-25	NONE	19-May-25	NONE
Division 08	Openings				
081113	Hollow Metal Doors and Frames	30-Apr-25	NONE	19-May-25	NONE
081416	Flush Wood Doors	30-Apr-25	NONE	19-May-25	NONE
083116	Access Panels	30-Apr-25	NONE	19-May-25	NONE
083311	Four-Fold Doors	30-Apr-25	NONE	19-May-25	NONE
085210	Aluminum Windows	30-Apr-25	NONE	19-May-25	NONE
087100	Door Hardware	30-Apr-25	NONE	25-Jun-25	NONE
088000	Glazing	30-Apr-25	NONE	19-May-25	NONE
Division 09	Finishes				
092216	Non-Structural Metal Framing	30-Apr-25	NONE	19-May-25	NONE
092400	Cement Plastering	30-Apr-25	NONE	19-May-25	NONE
092900	Gypsum Board	30-Apr-25	NONE	19-May-25	NONE
093000	Tiling	30-Apr-25	NONE	19-May-25	NONE
095110	Acoustical Ceilings	30-Apr-25	NONE	19-May-25	NONE

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
096519	Rubber Tile Sports Flooring	30-Apr-25	NONE	19-May-25	NONE
097700	Special Ceiling and Wall Surfacing	30-Apr-25	NONE	19-May-25	NONE
099113	Exterior Painting	30-Apr-25	NONE	19-May-25	NONE
099123	Interior Painting	30-Apr-25	NONE	19-May-25	NONE
Division 10	Specialties				
101400	Interior Signage	30-Apr-25	NONE	19-May-25	NONE
105200	Fire Extinguishers	30-Apr-25	NONE	19-May-25	NONE
107113	Sun Control devices	30-Apr-25	NONE	19-May-25	NONE
107516	Flagpoles	30-Apr-25	NONE	19-May-25	NONE
108000	Toilet Accessories	30-Apr-25	NONE	19-May-25	NONE
Division 11	Equipment				
113100	Equipment	30-Apr-25	NONE	19-May-25	NONE
Division 12	Furnishings				
122413	Roller Window Shades	30-Apr-25	NONE	19-May-25	NONE
Division 13	Special Construction				
NONE	NONE	NONE	NONE	NONE	NONE
Division 14	Conveying Equipment				
NONE	NONE	NONE	NONE	NONE	NONE
Division 21	Fire Suppression				
210100	General Fire Protection Provisions	30-Apr-25	NONE	19-May-25	NONE
210518	Escutcheons for Fire-Suppression Piping	30-Apr-25	NONE	19-May-25	NONE
210523	General-Duty Valves for Fire Protection Piping	30-Apr-25	NONE	19-May-25	NONE
210529	Hangers and Supports for Fire Suppression Piping and Equipment	30-Apr-25	NONE	19-May-25	NONE
210553	Identification for Fire-Suppression Piping and Equipment	30-Apr-25	NONE	19-May-25	NONE
211313	Wet-Pipe Sprinkler Systems	30-Apr-25	NONE	19-May-25	NONE
Division 22	Plumbing				
220100	General Plumbing Provisions	30-Apr-25	NONE	19-May-25	NONE
220519	Meters and Gages for Plumbing Piping	30-Apr-25	NONE	19-May-25	NONE
220523.12	Ball Valves for Plumbing Piping	30-Apr-25	NONE	19-May-25	NONE
220523.13	Butterfly Valves for Plumbing Piping	30-Apr-25	NONE	19-May-25	NONE
220523.14	Check Valves for Plumbing Piping	30-Apr-25	NONE	19-May-25	NONE
220523.15	Gate Valves for Plumbing Piping	30-Apr-25	NONE	19-May-25	NONE
220529	Hangers and Supports for Plumbing Piping and Equipment	30-Apr-25	NONE	19-May-25	NONE
220553	Identification for Plumbing Piping and Equipment	30-Apr-25	NONE	19-May-25	NONE
220716	Plumbing Equipment Insulation	30-Apr-25	NONE	19-May-25	NONE
220719	Plumbing Piping Insulation	30-Apr-25	NONE	19-May-25	NONE
221113	Facility Water Distribution Piping	30-Apr-25	NONE	19-May-25	NONE
221116	Domestic Water Piping	30-Apr-25	NONE	19-May-25	NONE
221119	Domestic Water Piping Specialties	30-Apr-25	NONE	19-May-25	NONE
221316	Sanitary Waste and Vent Piping	30-Apr-25	NONE	19-May-25	NONE
221319	Sanitary Waste Piping Specialties	30-Apr-25	NONE	19-May-25	NONE
221319.13	Sanitary Drains	30-Apr-25	NONE	19-May-25	NONE
221413	Facility Storm Drainage Piping	30-Apr-25	NONE	19-May-25	NONE
221423	Storm Drainage Piping Specialties	30-Apr-25	NONE	19-May-25	NONE
221513	General-Service Compressed-Air Piping	30-Apr-25	NONE	19-May-25	NONE
221616	Facility Liquefied-Petroleum Gas Piping	30-Apr-25	NONE	19-May-25	NONE
223400	Fuel-Fired, Domestic-Water Heaters	30-Apr-25	NONE	19-May-25	NONE
224213.13	Commercial Water Closets	30-Apr-25	NONE	19-May-25	NONE
224216.13	Commercial Lavatories	30-Apr-25	NONE	19-May-25	NONE
224216.16	Commercial Sinks	30-Apr-25	NONE	19-May-25	NONE
224223	Commercial Showers	30-Apr-25	NONE	19-May-25	NONE
224500	Emergency Plumbing Fixtures	30-Apr-25	NONE	19-May-25	NONE
224716	Pressure Water Coolers	30-Apr-25	NONE	19-May-25	NONE
Division 23	Heating, Ventilating, and Air Conditioning				

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
230100	General Mechanical Provisions	30-Apr-25	NONE	19-May-25	NONE
230500	Basic Mechanical Materials and Methods	30-Apr-25	NONE	19-May-25	NONE
230513	Electric Motors, Premium Efficiency Type	30-Apr-25	NONE	19-May-25	NONE
230515	Instructions and Maintenance Manuals	30-Apr-25	NONE	19-May-25	NONE
230516	Housekeeping Pads, Concrete	30-Apr-25	NONE	19-May-25	NONE
230518	Piping: Condensate Drain	30-Apr-25	NONE	19-May-25	NONE
230529	Hangers and Supports	30-Apr-25	NONE	19-May-25	NONE
230548	Vibration Isolation Equipment	30-Apr-25	NONE	19-May-25	NONE
230553	Identification of Piping Systems and Equipment	30-Apr-25	NONE	19-May-25	NONE
230593	Performance Verification, Preliminary	30-Apr-25	NONE	19-May-25	NONE
230594	Performance Verification, Final	30-Apr-25	NONE	19-May-25	NONE
230700	Insulation, HVAC	30-Apr-25	NONE	19-May-25	NONE
230800	Commissioning of HVAC	30-Apr-25	NONE	19-May-25	NONE
230923	Instrumentation and Controls for HVAC	30-Apr-25	NONE	19-May-25	NONE
232313	Refrigerant Pipe, Valves and Specialties	30-Apr-25	NONE	19-May-25	NONE
233100	Ductwork	30-Apr-25	NONE	19-May-25	NONE
233300	Duct System Accessories	30-Apr-25	NONE	19-May-25	NONE
233425	Fans: In-Line Centrifugal, Light Duty	30-Apr-25	NONE	19-May-25	NONE
233713	Air Distribution Devices	30-Apr-25	NONE	19-May-25	NONE
233725	Louvers	30-Apr-25	NONE	19-May-25	NONE
233813	Hood Assembly: Kitchen Exhaust, Double Wall	30-Apr-25	NONE	19-May-25	NONE
233814	Fans: Kitchen Hood Exhaust Assembly	30-Apr-25	NONE	19-May-25	NONE
234100	Air Filter Assemblies	30-Apr-25	NONE	19-May-25	NONE
237433	Dedicated Outdoor Air Units (DOAS)	30-Apr-25	NONE	19-May-25	NONE
238126	Condensing Units: Air Cooled, Hermetic	30-Apr-25	NONE	19-May-25	NONE
238127	Air Handling Units, Split System	30-Apr-25	NONE	19-May-25	NONE
238128	Variable Refrigerant Flow HVAC Systems	30-Apr-25	NONE	19-May-25	NONE
238131	Ductless Split System Air-Conditioning Units	30-Apr-25	NONE	19-May-25	NONE
Division 25	Integrated Automation				
NONE	NONE	NONE	NONE	NONE	NONE
Division 26	Electrical				
260100	Basic Electrical Requirements	30-Apr-25	NONE	19-May-25	NONE
260519	Low-Voltage Electrical Power Conductors and Cables	30-Apr-25	NONE	19-May-25	NONE
260526	Grounding and Bonding for Electrical Systems	30-Apr-25	NONE	19-May-25	NONE
260529	Hangers and Supports for Electrical Systems	30-Apr-25	NONE	19-May-25	NONE
260533	Raceways and Boxes for Electrical Systems	30-Apr-25	NONE	19-May-25	NONE
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	30-Apr-25	NONE	19-May-25	NONE
260553	Identification for Electrical Systems	30-Apr-25	NONE	19-May-25	NONE
260573	Overcurrent Protective Device Coordination Study	30-Apr-25	NONE	19-May-25	NONE
260816	Demonstration of Completed Electrical Systems	30-Apr-25	NONE	19-May-25	NONE
260923	Lighting Control Devices	30-Apr-25	NONE	19-May-25	NONE
262416	Panelboards	30-Apr-25	NONE	19-May-25	NONE
262726	Wiring Devices	30-Apr-25	NONE	19-May-25	NONE
262813	Fuses	30-Apr-25	NONE	19-May-25	NONE
262816	Enclosed Switches and Circuit Breakers	30-Apr-25	NONE	19-May-25	NONE
263213	Diesel Emergency Engine Generators	30-Apr-25	NONE	19-May-25	NONE
263600	Transfer Switches	30-Apr-25	NONE	19-May-25	NONE
264113	Lightning Protection for Structures	30-Apr-25	NONE	19-May-25	NONE
264313	Surge Protection Devices	30-Apr-25	NONE	19-May-25	NONE
265119	LED Interior Lighting	30-Apr-25	NONE	19-May-25	NONE
265600	Exterior Lighting	30-Apr-25	NONE	19-May-25	NONE
Division 27	Communications				
NONE	NONE	NONE	NONE	NONE	NONE
Division 28	Electronic Safety and Security				
283111	Digital, Addressable Fire-Alarm System and Mass Notification	30-Apr-25	NONE	19-May-25	NONE

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
Division 31	Termite Control				
313116	Termite Control	30-Apr-25	NONE	19-May-25	NONE
Division 32	Utilities				
NONE	NONE	NONE	NONE	NONE	NONE
DRAWINGS					
Specification/ Drawing	**Description**	**Drawing Date**	**Stamp Date**	**CORE Received Date**	**Revision**
GENERAL					
G-000	COVER SHEET	27-Jun-25	NONE	30-Jun-25	Add 1
G-001	DRAWING INDEX	27-Jun-25	NONE	30-Jun-25	Add 1
G-100	CODE DATA	16-May-25	NONE	19-May-25	NONE
G-200	ACCESSIBILITY DETAILS	16-May-25	NONE	19-May-25	NONE
G-300	ACCESSIBILITY DETAILS	16-May-25	NONE	19-May-25	NONE
G-400	GENERAL NOTES	16-May-25	NONE	19-May-25	NONE
G-500	ABBREVIATIONS / SYMBOLS	16-May-25	NONE	19-May-25	NONE
G-601	UL DESIGN ASSEMBLIES	16-May-25	NONE	19-May-25	NONE
G-602	UL DESIGN ASSEMBLIES	16-May-25	NONE	19-May-25	NONE
LS-101	LIFE SAFETY PLAN	16-May-25	NONE	19-May-25	NONE
ARCHITECTURAL					
A-100	ARCHITECTURAL SITE PLAN	16-May-25	NONE	19-May-25	NONE
A-101	OVERALL FLOOR PLAN	16-May-25	NONE	19-May-25	NONE
A-101A	ENLARGED FLOOR PLAN - AREA A	27-Jun-25	NONE	30-Jun-25	Add 1
A-101B	ENLARGED FLOOR PLAN - AREA B	27-Jun-25	NONE	30-Jun-25	Add 1
A-101C	ENLARGED FLOOR PLAN - AREA C	27-Jun-25	NONE	30-Jun-25	Add 1
A-101D	OVERALL DIMENSION PLAN	16-May-25	NONE	19-May-25	NONE
A-102	OVERALL MEZZANINE FLOOR	16-May-25	NONE	19-May-25	NONE
A-105	ROOF PLAN	27-Jun-25	NONE	30-Jun-25	Add 1
A-201	EXTERIOR ELEVATIONS	27-Jun-25	NONE	30-Jun-25	Add 1
A-301	BUILDING SECTIONS	27-Jun-25	NONE	30-Jun-25	Add 1
A-310	WALL SECTION AND DETAILS	27-Jun-25	NONE	30-Jun-25	Add 1
A-311	WALL SECTION AND DETAILS	27-Jun-25	NONE	30-Jun-25	Add 1
A-401	ENLARGED BUNK AREA	27-Jun-25	NONE	30-Jun-25	Add 1
A-402	ENLARGED KITCHEN/ LAUNDRY	27-Jun-25	NONE	30-Jun-25	Add 1
A-404	ENLARGED OFFICER QUARTERS	27-Jun-25	NONE	30-Jun-25	Add 1
A-405	ENLARGED MEZZANINE PLAN	27-Jun-25	NONE	30-Jun-25	Add 1
A-406	ENLARGED RESTROOMS	16-May-25	NONE	19-May-25	NONE
A-501	WALL TYPES	27-Jun-25	NONE	30-Jun-25	Add 1
A-502	SECTION AND PLAN DETAILS	27-Jun-25	NONE	30-Jun-25	Add 1
A-503	ROOF DETAILS	16-May-25	NONE	19-May-25	NONE
A-504	TPO ROOFING DETAILS	16-May-25	NONE	19-May-25	NONE
A-505	TPO ROOFING DETAILS	16-May-25	NONE	19-May-25	NONE
A-601	SCHEDULES, DOOR & WINDOW ELEVATIONS	27-Jun-25	NONE	30-Jun-25	Add 1
A-602	DOOR AND WINDOW DETAILS	27-Jun-25	NONE	30-Jun-25	Add 1
A-701	FLOOR FINISH PLAN	27-Jun-25	NONE	30-Jun-25	Add 1
A-702	ROOM FINISH SCHEDULE	27-Jun-25	NONE	30-Jun-25	Add 1
A-703	CASEWORK DETAILS	27-Jun-25	NONE	30-Jun-25	Add 1
A-801	REFLECTED CEILING PLAN	16-May-25	NONE	19-May-25	NONE
A-801A	ENLARGED REFLECTED CEILING PLAN A	16-May-25	NONE	19-May-25	NONE
A-801B	ENLARGED REFLECTED CEILING PLAN B	16-May-25	NONE	19-May-25	NONE
A-801C	ENLARGED REFLECTED CEILING PLAN C	16-May-25	NONE	19-May-25	NONE
A-802	REFLECTED CEILING PLAN MEZZANINE	16-May-25	NONE	19-May-25	NONE
FIRE PROTECTION					
F-001	GENERAL NOTES - FIRE PROTECTION	16-May-25	NONE	19-May-25	NONE
F-101	OVERALL FLOOR PLAN - FIRE PROTECTION	16-May-25	NONE	19-May-25	NONE
F-102	MEZZANINE FLOOR PLAN - FIRE PROTECTION	16-May-25	NONE	19-May-25	NONE
F-501	DETAILS - FIRE PROTECTION	16-May-25	NONE	19-May-25	NONE
F-502	DETAILS - FIRE PROTECTION	16-May-25	NONE	19-May-25	NONE

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
F-503	DETAILS - FIRE PROTECTION	16-May-25	NONE	19-May-25	NONE
F-601	SCHEDULE - FIRE PROTECTION	16-May-25	NONE	19-May-25	NONE
PLUMBING					
P-001	LEGEND, NOTES, AND ABBREVIATIONS - PLUMBING	16-May-25	NONE	19-May-25	NONE
P-010	SITE PLAN- PLUMBING	16-May-25	NONE	19-May-25	NONE
P-100	OVERALL UNDERGROUND FLOOR PLAN - PLUMBING	16-May-25	NONE	19-May-25	NONE
P-101	OVERALL FLOOR PLAN - PLUMBING	16-May-25	NONE	19-May-25	NONE
P-101A	ENLARGED FLOOR PLAN - AREA A	16-May-25	NONE	19-May-25	NONE
P-101B	ENLARGED FLOOR PLAN - AREA B	16-May-25	NONE	19-May-25	NONE
P-101C	ENLARGED FLOOR PLAN - AREA C	16-May-25	NONE	19-May-25	NONE
P-102	MEZZANINE FLOOR PLAN - PLUMBING	16-May-25	NONE	19-May-25	NONE
P-103	ROOF PLAN - PLUMBING	16-May-25	NONE	19-May-25	NONE
P-201	SANITARY ISOMETRIC B	16-May-25	NONE	19-May-25	NONE
P-202	SANITARY ISOMETRIC C	16-May-25	NONE	19-May-25	NONE
P-203	WATER ISOMETRIC B	16-May-25	NONE	19-May-25	NONE
P-204	WATER ISOMETRIC C	16-May-25	NONE	19-May-25	NONE
P-205	GAS ISOMETRIC	16-May-25	NONE	19-May-25	NONE
P-206	COMPRESSED AIR ISOMETRIC	16-May-25	NONE	19-May-25	NONE
P-501	DETAILS - PLUMBING	16-May-25	NONE	9-Jun-25	NONE
P-601	SCHEDULES - PLUMBING	16-May-25	NONE	9-Jun-25	NONE
MECHANICAL					
M-701	CONTROLS - HVAC	16-May-25	NONE	19-May-25	NONE
M-001	GENERAL NOTES - HVAC	16-May-25	NONE	19-May-25	NONE
M-101	OVERALL FLOOR PLAN - HVAC	16-May-25	NONE	19-May-25	NONE
M-102	MEZZANINE FLOOR PLAN - HVAC	16-May-25	NONE	19-May-25	NONE
M-401	VRF PIPING DIAGRAM - HVAC	16-May-25	NONE	19-May-25	NONE
M-402	VRF PIPING DIAGRAM - HVAC	16-May-25	NONE	19-May-25	NONE
M-403	VRF PIPING DIAGRAM - HVAC	16-May-25	NONE	19-May-25	NONE
M-404	VRF WIRING DIAGRAM - HVAC	16-May-25	NONE	19-May-25	NONE
M-501	DETAILS - HVAC	16-May-25	NONE	19-May-25	NONE
M-502	DETAILS - HVAC	16-May-25	NONE	19-May-25	NONE
M-503	DETAILS - KITCHEN HOOD	16-May-25	NONE	19-May-25	NONE
M-504	DETAILS - KITCHEN HOOD	16-May-25	NONE	19-May-25	NONE
M-601	SCHEDULES - HVAC	16-May-25	NONE	19-May-25	NONE
M-602	SCHEDULES - HVAC	16-May-25	NONE	19-May-25	NONE
ELECTRICAL					
E-001	SYMBOL LEGEND	16-May-25	NONE	19-May-25	NONE
E-002	FIXTURE SCHEDULES - ELECTRICAL	16-May-25	NONE	19-May-25	NONE
E-010	SITE PLAN - ELECTRICAL	27-Jun-25	NONE	30-Jun-25	Add 1
E-101	OVERALL FLOOR PLAN - LIGHTING	16-May-25	NONE	19-May-25	NONE
E-102	MEZZANINE FLOOR PLAN - LIGHTING	16-May-25	NONE	19-May-25	NONE
E-201	OVERALL FLOOR PLAN - POWER	27-Jun-25	NONE	30-Jun-25	Add 1
E-202	MEZZANINE FLOOR PLAN - POWER	16-May-25	NONE	19-May-25	NONE
E-301	OVERALL FLOOR PLAN - FIRE ALARM	16-May-25	NONE	19-May-25	NONE
E-302	MEZZANINE FLOOR PLAN - FIRE ALARM	16-May-25	NONE	19-May-25	NONE
E-401	OVERALL FLOOR PLAN - SYSTEMS	16-May-25	NONE	19-May-25	NONE
E-402	MEZZANINE FLOOR PLAN - SYSTEMS	16-May-25	NONE	19-May-25	NONE
E-403	OVERALL FLOOR PLAN - ALERT SYSTEM	16-May-25	NONE	19-May-25	NONE
E-501	ROOF PLAN - ELECTRICAL	16-May-25	NONE	19-May-25	NONE
E-601	RISER DIAGRAM - POWER	27-Jun-25	NONE	30-Jun-25	Add 1
E-602	RISER DIAGRAM - FIRE ALARM	16-May-25	NONE	19-May-25	NONE
E-701	DETAILS- ELECTRICAL	16-May-25	NONE	19-May-25	NONE
E-702	DETAILS- ELECTRICAL	16-May-25	NONE	19-May-25	NONE
E-703	DETAILS- ELECTRICAL	16-May-25	NONE	19-May-25	NONE
E-704	DETAILS- ELECTRICAL	16-May-25	NONE	19-May-25	NONE
E-705	DETAILS- ELECTRICAL	16-May-25	NONE	19-May-25	NONE

ENUMERATION OF DOCUMENTS

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
E-706	DETAILS- ELECTRICAL	16-May-25	NONE	19-May-25	NONE
E-801	PANEL SCHEDULES - ELECTRICAL	27-Jun-25	NONE	30-Jun-25	Add 1
E-802	PANEL SCHEDULES - ELECTRICAL	16-May-25	NONE	19-May-25	NONE
STRUCTURAL					
S-101	STRUCTURAL SPECIFICATIONS	16-May-25	NONE	19-May-25	NONE
S-102	LOAD & WIND DATA	16-May-25	NONE	19-May-25	NONE
S-201	FOUNDATION AND WALL PLAN	16-May-25	NONE	19-May-25	NONE
S-202	L0W ROOF FRAMING PLAN	16-May-25	NONE	19-May-25	NONE
S-203	HIGH ROOF FRAMING PLAN	16-May-25	NONE	19-May-25	NONE
S-204	SWTICHBACK RAMP PLAN	16-May-25	NONE	19-May-25	NONE
S-301	TYPICAL DETAILS	16-May-25	NONE	19-May-25	NONE
S-302	TYPICAL DETAILS	16-May-25	NONE	19-May-25	NONE
S-303	TYPICAL DETAILS	16-May-25	NONE	19-May-25	NONE
S-304	TYPICAL DETAILS	16-May-25	NONE	19-May-25	NONE
S-401	BUILDING SECTIONS	16-May-25	NONE	19-May-25	NONE
S-402	BUILDING SECTIONS	16-May-25	NONE	19-May-25	NONE
S-403	BUILDING SECTIONS	16-May-25	NONE	19-May-25	NONE
S-404	BUILDING SECTIONS	16-May-25	NONE	19-May-25	NONE
S-405	BUILDING SECTIONS	16-May-25	NONE	19-May-25	NONE
S-406	BUILDING SECTIONS	16-May-25	NONE	19-May-25	NONE
S-407	SWITCHBACK RAMP SECTIONS	16-May-25	NONE	19-May-25	NONE
S-408	SWITCHBACK RAMP SECTIONS	16-May-25	NONE	19-May-25	NONE
CIVIL					
C001	COVER SHEET	16-May-25	NONE	7-Jul-25	3-Jul-25
C002	GENERAL NOTES	16-May-25	NONE	7-Jul-25	3-Jul-25
C003	GENERAL NOTES 2	16-May-25	NONE	7-Jul-25	3-Jul-25
C100	DEMOLITION AND EROSION	16-May-25	NONE	7-Jul-25	3-Jul-25
C101	SITE PLAN	16-May-25	NONE	7-Jul-25	3-Jul-25
C102	CIVIL DETAILS	16-May-25	NONE	7-Jul-25	3-Jul-25
C300	GRADING AND DRAINAGE PLAN	16-May-25	NONE	7-Jul-25	3-Jul-25
C301	DRAINAGE DETAILS	16-May-25	NONE	7-Jul-25	3-Jul-25
C501	UTILITY PLAN	16-May-25	NONE	7-Jul-25	3-Jul-25
C502	UTILITY DETAILS	16-May-25	NONE	7-Jul-25	3-Jul-25
C503	UTILITY DETAILS	16-May-25	NONE	7-Jul-25	3-Jul-25
C601	PLAN AND PROFILE	16-May-25	NONE	7-Jul-25	3-Jul-25
C901	TURNING MOVEMENT PLAN	16-May-25	NONE	7-Jul-25	3-Jul-25
C902	TURNING MOVEMENT PLAN	16-May-25	NONE	7-Jul-25	3-Jul-25
C903	TURNING MOVEMENT PLAN	16-May-25	NONE	7-Jul-25	3-Jul-25
LANDSCAPE					
LS.01	LANDSCAPE PLAN-LS1	16-May-25	NONE	7-Jul-25	3-Jul-25
LS.01	LANDSCAPE PLAN-LS2	16-May-25	NONE	7-Jul-25	3-Jul-25
LS.01	LANDSCAPE PLAN-LS3	16-May-25	NONE	7-Jul-25	3-Jul-25
ADDENDUMS					
Addendums	**Description**	**Date**	**Stamp Date**	**CORE Received Date**	**Revision**
RFI #1	RFI #1	2-Jun-25	NONE	4-Jun-25	NONE
RFI #3	RFI #3	17-Jun-25	NONE	17-Jun-25	NONE
Add 1	Addendum 1	30-Jun-25	NONE	30-Jun-25	NONE
IRRIGATION	IRRIGATION DRAWINGS	NONE	NONE	10-Jul-25	NONE

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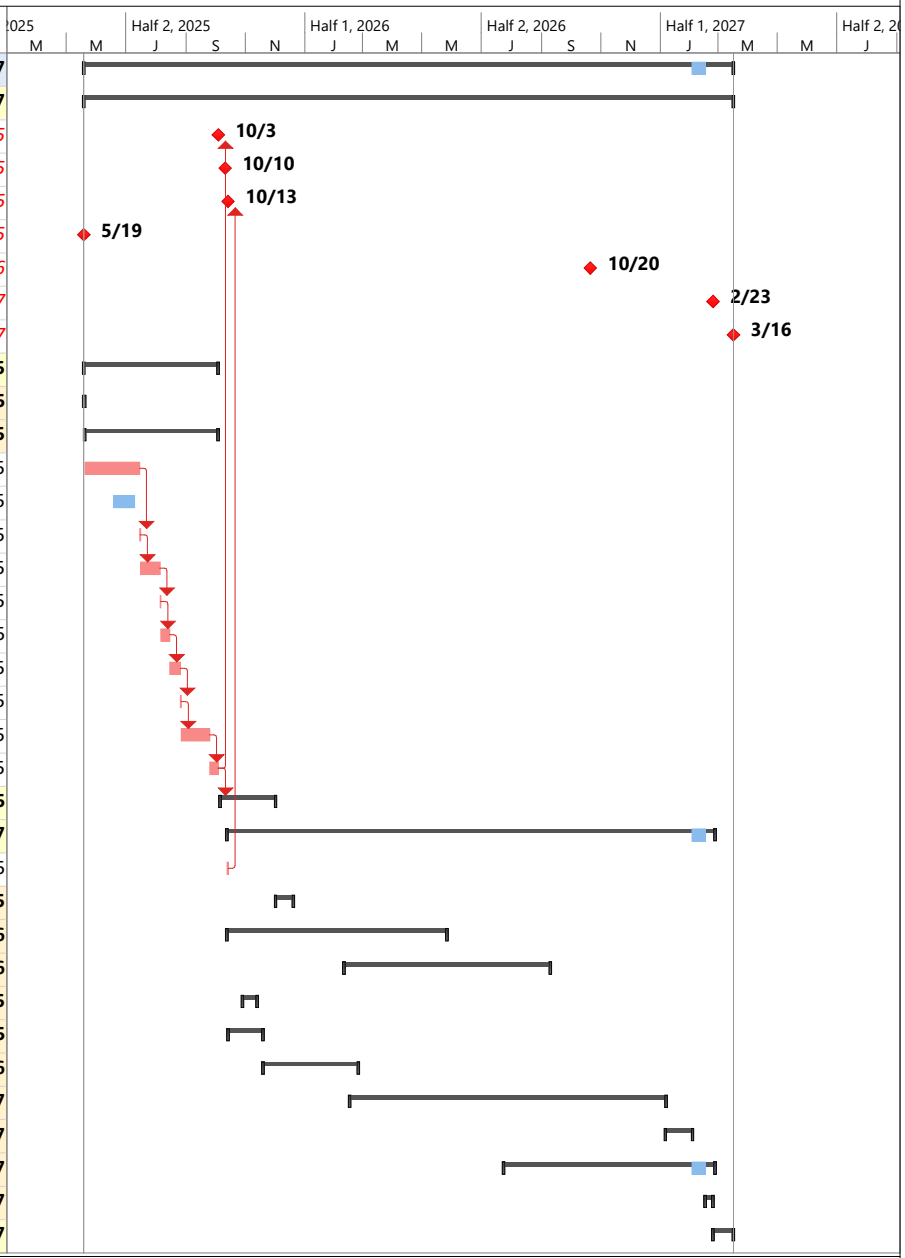
PROJECT SCHEDULE & SITE LOGISTICS PLAN

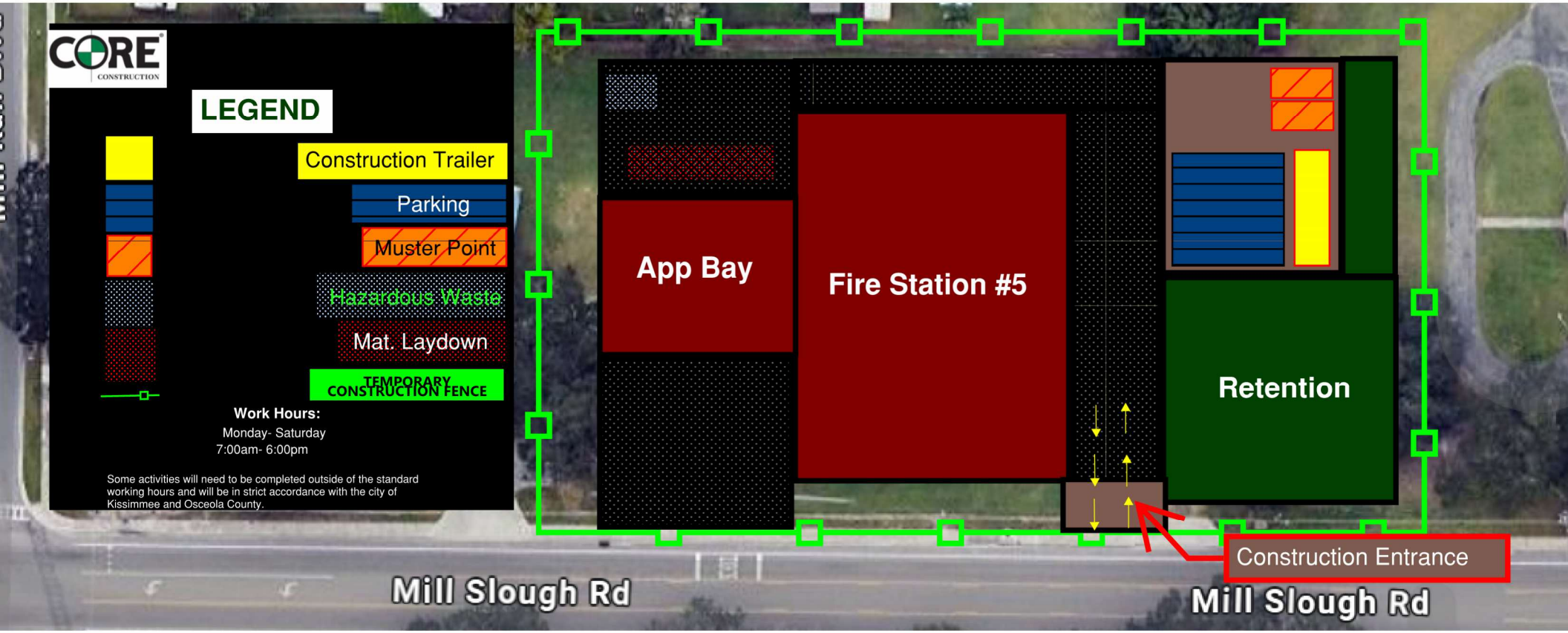
City of Kissimmee Mill Run Fire Station
Guaranteed Maximum Price
August 5, 2025

CORE CONSTRUCTION

Mill Run FS 5 Schedule.

ID	Task Name	Remaining Duration	DO NOT EDIT Start	DO NOT EDIT Finish
1	**KISSIMMEE MILL RUN FS #5 CONSTRUCTION SCHEDUL**	**465 days**	**Mon 5/19/25**	**Tue 3/16/27**
2	**MILESTONES**	**465 days**	**Mon 5/19/25**	**Tue 3/16/27**
3	*Executed GMP*	*0 days*	*Fri 10/3/25*	*Fri 10/3/25*
4	*Procurement NTP*	*0 days*	*Fri 10/10/25*	*Fri 10/10/25*
5	*Construction NTP*	*0 days*	*Mon 10/13/25*	*Mon 10/13/25*
6	*SOG Poured*	*0 days*	*Mon 5/19/25*	*Mon 5/19/25*
7	*Dried In*	*0 days*	*Tue 10/20/26*	*Tue 10/20/26*
8	*Projected Substantial Completion*	*0 days*	*Tue 2/23/27*	*Tue 2/23/27*
9	*Contractual Final Completion*	*0 days*	*Tue 3/16/27*	*Tue 3/16/27*
10	**DESIGN / PRECON / PERMITTING PHASE**	**97 days**	**Mon 5/19/25**	**Fri 10/3/25**
11	**Design**	**1 day**	**Mon 5/19/25**	**Mon 5/19/25**
13	**GMP Development and Submission**	**96 days**	**Tue 5/20/25**	**Fri 10/3/25**
14	Subcontactor Outreach and Advertisement	38 days	Tue 5/20/25	Mon 7/14/25
15	Issue Attach As to Bidders	15 days	Wed 6/18/25	Wed 7/9/25
16	Bids Due, Bid Opening	1 day	Tue 7/15/25	Tue 7/15/25
17	GMP Review and Submission	14 days	Wed 7/16/25	Mon 8/4/25
18	Issue GMP	1 day	Tue 8/5/25	Tue 8/5/25
19	Client GMP Review	7 days	Wed 8/6/25	Thu 8/14/25
20	Review and Submit Final GMP	7 days	Fri 8/15/25	Mon 8/25/25
21	Issue Final GMP	1 day	Tue 8/26/25	Tue 8/26/25
22	Board Review Period	20 days	Wed 8/27/25	Wed 9/24/25
23	Board Approval	7 days	Thu 9/25/25	Fri 10/3/25
24	**EARLY PROCUREMENT**	**40 days**	**Mon 10/6/25**	**Mon 12/1/25**
46	**CONSTRUCTION**	**350 days**	**Mon 10/13/25**	**Thu 2/25/27**
47	Construction NTP	1 day	Mon 10/13/25	Mon 10/13/25
48	**SUBMITTALS**	**14 days**	**Tue 12/2/25**	**Fri 12/19/25**
66	**MATERIAL PROCUREMENT**	**158 days**	**Mon 10/13/25**	**Tue 5/26/26**
99	**Permanent Power**	**150 days**	**Tue 2/10/26**	**Wed 9/9/26**
107	**MOBILIZATION**	**11 days**	**Wed 10/29/25**	**Wed 11/12/25**
112	**ROUGHT SITE & MOBILIZATION**	**26 days**	**Tue 10/14/25**	**Tue 11/18/25**
119	**FOUNDATION**	**67 days**	**Wed 11/19/25**	**Tue 2/24/26**
140	**STRUCTURE / ENVELOPE**	**227 days**	**Mon 2/16/26**	**Wed 1/6/27**
171	**MEP EQUIPMENT**	**20 days**	**Wed 1/6/27**	**Tue 2/2/27**
173	**INTERIOR FINISHES**	**150 days**	**Thu 7/23/26**	**Thu 2/25/27**
222	**INSPECTIONS / SUBSTANTIAL / FINAL COMPLETIC**	**6 days**	**Tue 2/16/27**	**Tue 2/23/27**
226	**FINAL COMPLETION**	**15 days**	**Wed 2/24/27**	**Tue 3/16/27**




CORE
CONSTRUCTION
LEGEND
Construction Trailer
Parking
Muster Point
Hazardous Waste
Mat. Laydown
TEMPORARY CONSTRUCTION FENCE
Work Hours:
Monday- Saturday
7:00am- 6:00pm
Some activities will need to be completed outside of the standard working hours and will be in strict accordance with the city of Kissimmee and Osceola County.
App Bay
Fire Station #5
Retention
Construction Entrance
Mill Slough Rd
Mill Slough Rd

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VALUE MANAGEMENT

City of Kissimmee Mill Run Fire Station
Guaranteed Maximum Price
August 5, 2025

Kissimmee Mill Run FS - VE Log

	ALTERNATE DESCRIPTION	ALTERNATE AMOUNT	STATUS	ACCEPTED	PENDING	REJECTED	NOTES	BIC
10	1 - VALUE ENGINEERING ALTERNATES	-$967,280		$0	-$642,280	$0		
11	ARCHITECTURAL - ACOUSTICS	$0		$0	$0	$0		
15	ARCHITECTURAL - EQUIPMENT	-$655,000		$0	-$330,000	$0		
16	APP BAY DOORS - ALTERNATE FOUR FOLD DOOR PRODUCT	-$100,000		$0	$0	$0	CANNOT BE COMBINED WITH THE TWO ITEMS BELOW	Design Team Owner
17	APP BAY DOORS - SWITCH FRONT FOUR FOLD DOORS TO ALTERNATE, AND REPLACE (3) BACK OF HOUSE WITH SECTIONAL OVERHEAD STEEL DOORS	-$225,000		$0	$0	$0	CANNOT BE COMBINED WITH ITEM ABOVE OR BELOW	Design Team Owner
18	APP BAY DOORS - SWITCH ALL FOUR FOLD DOORS TO SECTIONAL OVERHEAD STEEL DOORS	-$320,000	PENDING	$0	-$320,000	$0	CANNOT BE COMBINED WITH THE TWO ABOVE	Design Team Owner
19	ALTERNATE LOCKER MANUFACTURER (ELITE STORAGE PRODUCTS VS. PENCO)	-$10,000	PENDING	$0	-$10,000	$0		Design Team Owner
20	ARCHITECTURAL - EXTERIOR ENVELOPE	-$33,000		$0	-$33,000	$0		
21	ALTERNATE ALUMINUM CANOPY (AWNING FACTORY VS. PEACHTREE, CONSTRUCTION SPECIALTIES OR DITMER)	-$33,000	PENDING	$0	-$33,000	$0		Design Team Owner
22	ARCHITECTURAL - FINISHES	-$82,280		$0	-$82,280	$0		
23	ALTERNATE EPOXY FLOOR MFR (DEX-O-TEX VS. STONEHARD)	-$20,000	PENDING	$0	-$20,000	$0		Design Team Owner
24	DELETE AWI STANDARD FROM CASEWORK PACKAGE	-$12,280	PENDING	$0	-$12,280	$0		
25	DELETE BUNK WALL PROTECTION AT 12 AREAS	-$5,000	PENDING	$0	-$5,000	$0		
26	DELETE NITESTANDS, DESKS AND WARDROBES FROM BUNK ROOMS (REPLACE WITH LOOSE FURNITURE FFE)	-$45,000	PENDING	$0	-$45,000	$0	SAVINGS WILL BE OFFSET BY FFE PURCHASED BY OWNER	
27	MEP - ELECTRICAL	$0		$0	$0	$0		
28	LIGHT FIXTURE PACKAGE ALTERNATE	TBD	PENDING	$0	TBD	$0	CM TEAM TO TASK ELECTRICANS WITH PROPOSING ALTERNATE LIGHT FIXTURE PACKAGES WITH PERMISSION FROM OWNER & DESIGN TEAM	CM Design Team Owner
29	MEP - FIRE PROTECTION	$0		$0	$0	$0		
31	MEP - MECHANICAL	-$57,000		$0	-$57,000	$0		
32	SUBSTITUTE EQUIPMENT, AAON OUTSIDE AIR UNIT, SAMSUNG VRF, KMC CONTROLS	-$35,000	PENDING	$0	-$35,000	$0		Design Team Owner
33	DELETE GARAGE UNIT HEATERS	-$22,000	PENDING	$0	-$22,000	$0		Design Team Owner
34	ADD FOR COMMISSIONING	TBD	PENDING	$0	TBD	$0	CM TO RECEIVE SUBCONTRACTOR ADDS	CM
35	MEP - PLUMBING	$0		$0	$0	$0		
37	SITE	-$140,000		$0	-$140,000	$0		
38	CHAIN LINK VS OMEGA PERIMETER FENCE AND GATES	-$115,000	PENDING	$0	-$115,000	$0		Design Team Owner
39	ABOVE GROUND DUMPSTER ENCLOSURE VS IN GROUND	-$25,000	PENDING	$0	-$25,000	$0		Design Team Owner
40	CODE MINIMUM LANDSCAPING AND IRRIGATION	TBD	PENDING	$0	TBD	$0	CM TEAM TO WORK WITH SUBCONTRACTOR ON ACTUAL SAVINGS	CM Design Team

SCHEDULE 1 to the GMP ADDENDUM

Mill Run Fire Station

Construction Manager's Personnel
During Construction Phase

Name	Title	Duration (Months)	Percentage
Off-Site Staff			
Russell Garrison	Project Director	15	20%
Sarah Dickmann	Accountant	15	10%
Brenda Lawing	Project Coordinator	15	25%
On-Site Staff			
Ken Robinson	Senior Superintendent	15	100%
TBD	Assistant Superintendent	15	15%
Trish Jensen	Project Manager	15	100%
Brandon Loudermilk	Project Engineer	15	100%
Dusty McSwane	Safety	15	10%

SCHEDULE 2 to the GMP ADDENDUM

Mill Run Fire Station

Contract Drawings & Specifications

See Exhibit C, GMP Estimate, Section 6

SCHEDULE 3 to the GMP ADDENDUM

Mill Run Fire Station

GMP Bid Breakdown

See Exhibit C, GMP Estimate, Section 1

SCHEDULE 4 to the GMP ADDENDUM

Mill Run Fire Station

Clarifications, Assumptions, Exclusions and Allowances

See Exhibit C, GMP Estimate, Section 5

CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN CITY OF KISSIMMEE AND CONSTRUCTION MANAGER

THIS CONSTRUCTION MANAGER AT RISK AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter designated as the "City") and CORE Construction Services of Florida, LLC, whose Federal Identification Number is: 26-2821711 (hereinafter designated as the "Construction Manager".)

WITNESSETH:

WHEREAS, the City desires certain Construction Manager At Risk services to be performed in the City of Kissimmee; and

WHEREAS, the City solicited for these professional services via RFP2024-008, an advertised request for proposals, and received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the City intends to retain the Construction Manager identified above to provide such professional services under this Agreement; and

WHEREAS, the Construction Manager remains agreeable to providing the City the professional services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the City and the Construction Manager (collectively, the "Parties") hereby agree, as follows:

ARTICLE 1

THE CONSTRUCTION TEAM, EXTENT OF AGREEMENT AND DEFINITIONS

The Construction Manager accepts the relationship of trust and confidence established between him and the City by this Agreement. The Construction Manager covenants with the City to furnish his best skill and judgment in furthering the interest of the City. The Construction Manager agrees to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Services in the best way and the most expeditious and economical manner, consistent with the interests of the City, and the terms and conditions of the Contract Documents. Further, the Construction Manager acknowledges that (i) he/she has represented to the City that he/she possesses the expertise of a similarly experienced Contractor of similar size and complexity in the planning, reviewing, management, and construction of projects of similar size, cost, and complexity and (ii) that such representation is a material inducement to the City to enter into this Agreement.

1.1 The Construction Team:

The Construction Manager, the City, and the Architect/Engineer, collectively called the "Construction Team", shall work jointly during the Pre-Construction Phase and the Construction Phase. The Architect/Engineer and the Construction Manager shall communicate through the City's Representative, except as may otherwise be provided in this Agreement. The Construction Manager shall copy the City's Representative on all correspondence sent to or received from the Architect/Engineer or any of its consultants of which the City's Representative was not copied.

The specific representatives of the Construction Team shall be identified further in the Pre-Construction Addendum and the GMP Addendum.

1.2 Extent of Agreement:

This Agreement, between the City and the Construction Manager, supersedes any prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions/revisions of the Construction Documents and may be amended only by Change Order or through a duly executed amendment as authorized herein.

1.3 Definitions:

1.3.1 Project – the construction of the Kissimmee Mill Run Fire Department for the City of Kissimmee, Florida, as further described in RFP, including all attachments and addenda, and this Agreement. Pre-Construction Services of the Project shall include coordination of all architectural, landscaping and engineering design and other pre-construction services, including, without limitation, the preparation of a proposed GMP, necessary to provide a complete and usable facility in accordance with this Agreement. Construction Phase of the Project shall include the construction of the facility, along with project management and coordination and quality assurance services necessary to complete the Project to the City's satisfaction.

1.3.2 Services – shall include: (1) all professional services described in the City of Kissimmee's Request for Proposals RFP #2024-008, including all attachments and addenda; (2) all services described in the Construction Manager's response thereto (collectively, "RFP #2024-008" is attached hereto as a composite **Exhibit "A"** and made a part of this Agreement); (3) all services described in Article 2 herein (but as may be specifically excluded by the City in the Pre-Construction Addendum); and (4) all Pre-Construction Phase Services and Construction Phase Services (the Construction Phase Services may also be referred to herein as the "Work") as further set forth and described herein or in either the Pre-Construction Addendum, the GMP Addendum, or both.

1.3.3 Pre-Construction Services Addendum is attached hereto and incorporated herein as **Exhibit "B".**

1.3.4 GMP Addendum is attached hereto and incorporated herein as **Exhibit "C"** and shall be completed and executed by the City and the Construction Manager following the completion of Pre-Construction Phase Services and determination of a mutually-acceptable Guaranteed Maximum Price ("GMP") and related terms.

1.3.5 Architect/Engineer –RS&H, Inc.

1.3.6 Contract Documents - The Contract Documents consist of this Agreement, the Exhibits hereto, and any duly executed amendments and/or addendums, including, without limitation, the Pre-Construction Addendum and the GMP Addendum, in addition to all plans and specifications for the construction of the Project ("Construction Documents") that have been completed by the Architect/Engineer and approved in writing by the City's Representative.

1.3.7 Punch List – A final list of items of Work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to Final Completion.

1.3.8 Schedule of Values - The schedule to be used as a basis for progress payments to be made to the Construction Manager by the City during performance of the Work, based on the then current percentage of progress of construction of the Work, subject to the review of the Architect/Engineer and the City's Representative.

1.3.9 Subcontractor – A subcontractor is any person or entity performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with the Construction Manager. Construction Manager shall be solely responsible for and have control over the subcontractors.

1.3.10 Substantial Completion Date – The date, certified by the Architect/Engineer, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and as further delineated in Article 2, Section 2.5.1 so that the City can reasonably occupy or utilize the Project, or a designated portion thereof, for its intended use.

1.3.11 General Conditions – Those items that are not specific to any trade and are required for the construction of the Project.

1.3.12 City's Construction Budget: The City's Construction Budget shall be set forth in the completed GMP Addendum and shall include an estimated total of all three segments of the budget, including all Construction Manager Fees, Costs of the Work and the City's Allowance, as defined in Article 6. This acknowledgment of the City's Construction Budget is not to be construed as the Construction Manager's Guaranteed Maximum Price ("GMP").

1.3.13 *Intentionally omitted.*

1.3.14 Term –The "Term" of this Agreement shall commence on the Effective Date and shall continue thereafter through the date of completion by Construction Manager of all its contractual obligations (with the exception of the Warranty period as set forth in Section 2.6.3 and any other provisions contained herein which are specifically stated to survive expiration or earlier termination of this Agreement), and the City has paid the final balance due Construction Manager, including any retainage, as noted in the Certificate for Final Completion.

1.3.15 Allowance – Funds and time appropriated by the City for additional work which is not included in the contract document yet may be necessary for the completion of the Work. Any unused allowance funds shall be returned to the City by Change Order at the completion of the Project.

1.3.16 Contingency – Those areas of work that are not at 100% design completion, at the time of GMP, for which additional monies will be allowed. A contingency dollar amount will be shown as a separate amount at the appropriate line item within the GMP and labeled as a contingency for that item of work, for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. Any unused contingency funds shall be reassigned to the City's Buyout Allowance, as defined in Section 6.1.5.

1.3.17 Effective Date – shall be the date this Agreement is executed by the Mayor after approval by the City Commission.

1.3.18 The City's Representative(s) may be any or all of the following: City Manager, Deputy City
Manager, and/or the Public Works and Engineering Director.

ARTICLE 2

CONSTRUCTION MANAGER'S SERVICES

The CITY does hereby retain the Construction Manager to furnish, provide and perform the Services (as defined in Section 1.3.2), as those Services may be further specifically designated and authorized by the CITY in writing, including, without limitation, those services as set forth in the Scope of Services of the Pre-Construction Services Addendum and in the GMP Addendum.

The Services shall include, without limitation, those described or specified in this Article 2. Such services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. Additionally, some of the services described in this Article 2 may be specifically excluded by the City, as set forth in the completed Pre-Construction Services Addendum.

2.1 Project Management Information System (PMIS):

2.1.1 General:

2.1.1.1 Commencing immediately upon issuance by the City of a Notice To Proceed, the Construction Manager shall implement and shall utilize throughout the life of the particular Project all subsystems of the Project Management Information System hereinafter referred to as PMIS.

2.1.1.2 The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the City's Representative and the Architect/Engineer monthly.

2.1.1.3 If requested by the City's Representative, the Construction Manager shall conduct a comprehensive workshop for participants designated by the City's Representative and additional seminars as required, to provide instruction. This workshop and the seminars shall facilitate each participant's and the City's Representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect/Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the City's Representative and the Architect/Engineer, procedures for accomplishing the management control aspect of the Project.

2.1.1.4 The PMIS shall be described in terms of the following major subsystems:

2.1.1.4.1 Narrative Reporting, on a monthly basis, and
2.1.1.4.2 Schedule Control, on a monthly basis, and
2.1.1.4.3 Cost Control, and estimating, and
2.1.1.4.4 Project Accounting, and
2.1.1.4.5 Accounting and Payment, on a monthly basis, and
2.1.1.4.6 Action Reports.

2.1.2 Narrative Reporting Subsystem:

2.1.2.1 The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8.5" X 11" format, unless directed otherwise by the City's Representative.

2.1.2.2 The Narrative Reporting Subsystem shall include the following reports:

2.1.2.2.1 A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including all violations and deficiencies found by the applicable permitting authorities.

2.1.2.2.2 A Monthly Cost Narrative describing the current cost status of the Project.

2.1.2.2.3 A Monthly Scheduling Narrative summarizing the current status of the Master Project Schedule. This report shall include an analysis of the various Project schedules, a description of the critical path, tracking of approved original baseline schedule versus the actual progress of the Work and other analyses as necessary.

2.1.2.2.4 A Monthly Accounting Narrative describing the current cost and payment status of the Project. This report shall relate current encumbrances and expenditures to the budget allocations.

2.1.2.2.5 A Monthly Progress Report, during the Construction Phase, summarizing the work of the various subcontractors and consultants. This report shall include information from the weekly job site meetings, as applicable, such as General Conditions, long lead supplies, current deliveries, safety and labor relations programs, permits, construction problems and recommendations, and plans for the succeeding month.

2.1.2.2.6 A Daily Construction Diary during the Construction Phase describing events and conditions on the site.

2.1.2.3 The reports outlined in subsection 2.1.2.2 shall be bound and submitted monthly during the Construction Phase and shall be current through the end of the preceding month. Copies shall be transmitted to the City's Representative and the Architect/Engineer and others as designated by the City's Representative with the monthly pay requisition. Additional copies of the Monthly Executive Summary, as outlined in subsection 2.1.2.2.1, shall be bound separately and distributed monthly, as directed by the City's Representative. The Daily Construction Diary, as outlined in subsection 2.1.2.2.6, shall be maintained at the Project Site Office Facility and be made available to the City's Representative and Architect/Engineer. A bound copy of the complete Daily Construction Diary shall be submitted to the City's Representative at the conclusion of the Project.

2.1.3 Scheduled Control Subsystem:

2.1.3.1 Master Project Schedule: Within 30 days following issuance of the Notice To Proceed, the Construction Manager shall submit, to the City's Representative for approval, a Master Project Schedule covering the Pre-Construction Phase and Construction Phase. The Master Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Master Project Schedule shall be produced and updated monthly throughout the Project. No revisions, activity additions, activity deletions, or logic changes to the Master Project Schedule or any other schedule previously approved by the City, shall be made without the City's approval. Minor or immaterial deviations that do not affect key milestone dates may be amended if approved by the City's Representative.

2.1.3.2 Construction Schedule: With the submission of the GMP Proposal, the Construction Manager shall submit to the City's Representative, for approval, a Critical Path Construction Schedule (hereinafter "Construction Schedule") in sufficient detail to graphically depict the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Work, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The Construction Schedule shall be based on a "Network Analysis System" and shall be the latest version of Microsoft Schedule, Primavera P3, or equivalent, as determined by the City's Representative. The City's Representative shall determine whether the Construction Schedule developed and submitted by the Construction Manager meets the requirements stated above and such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a Construction Schedule as aforesaid shall be sufficient grounds for the City to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the Agreement or to withhold any payment.

2.1.3.3 Updated Construction Schedule: Following development and submittal of the Construction Schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Work, or at such earlier intervals as circumstances may require, update the Construction Schedule. The updated Construction Schedule will show the actual progress of the Work performed compared to the original baseline schedule, approved as set forth in Section 2.1.3.2, and all updates thereto as reflected in the updated Construction Schedule last submitted prior to submittal of each such monthly update. Each such update to the Construction Schedule shall be submitted to the City's Representative. Failure of the Construction Manager to update and submit the Construction Schedule as aforesaid shall be sufficient grounds for the City to find the Construction Manager deficient, to demand the Construction Manager provide a schedule or schedule update acceptable to the City's Representative. If such schedule or schedule update is not submitted within fourteen (14) days of such demand, the City may, in accordance with section 10.2.1, after seven (7) additional days written notice, make good such deficiency and reduce the GMP by the cost to the City of making good such deficiency.

2.1.3.4 When required by the City's Representative, the Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

2.1.3.4.1 Subcontractor Construction Schedules (Sub-networks) - Upon the award of each sub-contract, the Construction Manager shall jointly, with the subcontractor, develop a schedule which is more detailed than the Construction Schedule, taking into account the work schedule of the other

subcontractors. The Construction Manager shall ensure each Subcontractor's Construction Schedule is incorporated into the Construction Manager's Construction Schedule, ensuring the necessary information is included to allow for construction planning and monitoring the performance of each subcontractor.

2.1.3.4.2 Final Completion Schedule -The Construction Manager shall jointly develop with the Architect/Engineer and the City's Representative, a detailed plan, inclusive of Punch Lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Final Completion. The Final Completion Schedule shall be produced and updated monthly and may be part of the Construction Schedule.

2.1.3.4.3 Utility Relocation Schedule – The Construction Manager shall jointly develop with the Architect/Engineer and the City's Representative a detailed plan, for any and all utility relocations required for successful completion of the Work. The Utility Relocation Schedule shall be produced and updated monthly, and may be part of the Construction Schedule.

2.1.3.4.4 Recovery Schedule - If any portion of the Master Project Schedule or any current updates fail to reflect the actual plan or method of operation of the Work, or a contractual milestone date is more than 15 days behind, the City's Representative may require that a Recovery Schedule for completion of the remaining work be submitted. The Recovery Schedule must be submitted within 14 calendar days of the request by the City's Representative. The Recovery Schedule shall describe in detail the Construction Manager's plan to complete the remaining work by the required Agreement milestone date. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Agreement milestone dates.

2.1.3.4.5 Change Orders - When a Change Order is proposed, the City's Representative may require the Construction Manager to identify all logic changes as a result of the Change Order. The Construction Manager shall include, as part of each Change Order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the Master Project Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, the Construction Manager will revise the Master Project Schedule. The logic changes required by the Change Order will be considered incidental to the Construction Manager's work. No separate payment will be made for the work required to identify all logic changes that result from the Change Order.

2.1.4 Budget Control Subsystem - The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and site elements, so that the Work will be completed at a cost which, together with all other Costs of the Work, will not exceed the City's Project Budget. Requirements of this subsystem may include the following submissions:

2.1.4.1 Estimate at the completion of schematic design; and
2.1.4.2 Estimate at the completion of 100% design development plans; and
2.1.4.3 Estimate at the submission of the GMP Proposal.

2.1.5 Project Accounting Subsystem - The operation of this subsystem shall enable the Construction Team to plan effectively and to enable the City's Representative to monitor and control the funds available for the Project, cash flow, costs, Change Orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable, and to plan effectively. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report may be further defined by the City's Representative.

2.1.5.1 A Payment Status Report - showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

2.1.5.2 Project Accounting Structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the Change Order history including Change Order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending Change Orders.

2.1.5.3 A Cash Flow Diagram - showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments and may be requested at earlier or more frequent intervals by the City's Representative.

2.1.5.4 A Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The job ledger will be used to provide construction cost accountability for General Conditions work, on-site reimbursable expenses, and costs requiring accounting needs.

2.2 Project Manual: Upon the execution of this Agreement, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Agreement. This shall provide a plan for the control, direction, coordination and evaluation of Work performed throughout the Project; the Project organization including identification of key personnel, responsibilities of Construction Manager, the City's Representative and Architect/Engineer; work flow diagrams; and strategy for bidding the Work. The Project Manual shall be completed and submitted to the Architect/Engineer and the City's Representative for their review of the format and content, and to the City's Representative for approval as a condition precedent to the first progress payment by City to Construction Manager for services provided in the Pre-Construction Phase. The Project Manual shall be updated as necessary, with the approval of City's Representative throughout the Pre-Construction and Construction Phases. A copy of the Project Manual, and any updates, shall be submitted separately to the City's Representative and Architect/Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the City's Representative and the Architect/Engineer. The Project Manual is merely an amplification and clarification of this Agreement. Any conflicts between the Project Manual and this Agreement shall be governed by the latter. The Project Manual shall describe in detail the procedures for executing the Work and the organizations participating. The Project Manual shall include as a minimum the following sections:

2.2.1 Project Definition - The known characteristics of the Project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the Project or sub-projects.

2.2.2 Project Goals - The schedule, budget, physical, technical and other objectives for the Project.

2.2.3 Project Strategy - A narrative description of the Project delivery methods shall be utilized to accomplish the Project goals.

2.2.4 Project Work Plan - A matrix display of the program of Work to be performed by the Construction Manager, the Architect/Engineer and the City's Representative during each phase of the Project.

2.2.5 Project Organization - A summary organization chart showing the interrelationships between the City, the Construction Manager, the Architect/Engineer, and other supporting firms, organizations and permitting review agencies. Detailed charts, one each for the Construction Manager, the Architect/Engineer, and the City's Representative, showing organizational elements participating in the Project shall be included.

2.2.6 Responsibility Performance Chart - A detailed matrix showing the specific responsibilities of the City, the Architect/Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the Project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the Project, and also for the personnel of the City and the Architect/Engineer from data supplied by each.

2.2.7 Flow Diagrams - These charts shall display the flow of information and the decision process for the review and approval of shop drawings, submittals, and Change Orders.

2.2.8 Written Procedures - The Construction Manager will provide written procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.

2.2.9 Emergency Contact List: A complete list of the names, company affiliation and emergency contact phone numbers (both day and night) for all key Project personnel from City, Construction Manager and Architect/Engineer, as well as from all subcontractors, sub-consultants and suppliers of any of them. This list shall be continuously updated by the Construction Manager throughout the Project duration, with Construction Manager distributing a copy of all updates to City's Representative and Architect/Engineer.

2.3 Pre-Construction Phase Services: The services to be provided under this Section 2.3 constitute the Pre-Construction Phase Services. The parties acknowledge the Construction Phase may commence before the Pre-Construction Phase is completed, and to a certain extent both phases may proceed concurrently.

2.3.1 Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Project and the City's Project Budget requirements, each in terms of the other.

2.3.2 Consultation - The Construction Manager will jointly schedule and attend regular meetings with the City's Representative and Architect/Engineer. The Construction Manager shall make recommendations with respect to the selection of systems and materials, and cost – reducing alternatives, including assistance to the

Architect/Engineer and City's Representative, in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed of construction and early completion of the Project. The Construction Manager shall furnish pertinent information as to the availability of materials and labor that will be required, in addition to items such as the identification, if necessary, of right-of-way to be acquired, outstanding permits and related issues and the status of utility relocations.

2.3.3 Right of Way Acquisition – When requested, Construction Manager shall assist the City's Representative, in conjunction with the City Attorney's Office, with right of way acquisition, including but not limited to, obtaining appraisals, and assisting with the negotiation of purchase agreements. Construction Manager shall coordinate and develop in the Construction Documents all applicable conditions negotiated through the right-of-way acquisition process, including but not limited to such items as driveway transitions and modifications, fence relocations and other related items.

2.3.4 Phased Construction - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect/Engineer and may make recommendations to the City's Representative with respect to dividing the Work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule, while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, maintenance of traffic and utility relocation issues, status of right of way acquisition and community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the City's Representative.

2.3.5 Review Reports - Within 30 days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Article 2, Section 2.3. Promptly after completion of the review, he shall submit to the Construction Team, with copies to the Architect/Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as he may deem appropriate, and all actions taken by the Architect/Engineer with respect to same, any comments he may deem to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2, Section 2.3. Construction Manager shall not assume in any way the responsibilities of the Architect/Engineer, in particular, the responsibility of assuring that the Construction Documents are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules, and Regulations. However, if the Construction Manager recognizes that portions of the Construction Documents are at variance therewith, the Construction Manager shall include notice of same in the written report. THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ENGINEERING RESPONSIBILITY AND SUBJECT TO ESTABLISHMENT OF A GMP, AND RIGHTS TO CLAIM INCREASES IN COST AND EXTENSIONS OF TIME HEREIN, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

2.3.6 Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies). When each item is identified, the Construction Manager shall notify the subcontractors, the City's Representative and the Architect/Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise City's Representative and Architect/Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the City's Representative a schedule for procurement of the long-lead time items, which will constitute part of the Work as required to meet the Master Project Schedule. If such long-lead time items are procured by the City, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the City's acceptance of the Construction Manager's GMP proposal, all contracts for such items may be assigned by the City to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

2.3.7 Project Site Office Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Team to perform their respective duties in the management, inspection, and supervision of construction. Tangible personal property, otherwise referred to as Project Site Office Facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such Project Site Office Facilities, which are planned to become the property of the City at the conclusion of the Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing, and then analyzing which is the most cost effective over the useful life of the item. The Construction Manager shall present his evaluation with recommendation to the City's Representative for approval. When the Construction Manager wishes to supply Project Site Office Facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed previously herein. If leasing is found to be the least expensive approach, then he may lease such Project Site Office Facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained. For all such facilities purchased, which are to become the property of the City at the conclusion of the Project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. At the conclusion of the Project, the Construction Manager shall provide the City's Representative with a complete inventory of equipment that has been purchased for the City. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the City or to his designee. The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the City, the City may refuse acceptance of the equipment if the City determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse City for the cost of such item.

2.3.8 Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of work areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work in periods when extreme weather conditions are likely to be experienced. He shall submit to the Construction Team his recommendations as to needed requirements of this nature and as to the contract, or contracts, in which they should be included. The Construction Manager is totally responsible for all weather protection necessary to insure that all new construction is adequately protected from the normal inclement elements.

2.3.9 Market Analysis and Stimulation of Bidder Interest - The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project. The Construction Manager shall submit to the City's Representative a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the City's Representative and the Architect/Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the City of Kissimmee market place and identify and encourage bidding competition. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the Work and of familiarizing those bidders with the requirements of this Project.

2.4 Construction Phase - After the Construction Documents have been sufficiently completed by Architect/Engineer and approved by City's Representative for all the Work (or such portions thereof as may be designated by City in writing) and City and Construction Manager have agreed in writing upon the GMP to be paid to Construction Manager and the Contract Time for the Work (or designated portions thereof) as hereafter provided, Construction Manager shall fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all the terms and conditions of the Contract Documents.

2.4.1 Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent, full time, staff at the Project Site, authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the Work and progress of the subcontractors, and he shall provide no less than those personnel during the respective phases of construction that are set forth in Schedule 1 of the GMP Addendum. He shall not change any of those persons named in said Schedule unless mutually agreed to by the City's Representative and Construction Manager. In such case, the City's Representative shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.

2.4.2 Lines of Authority - The Construction Manager shall establish and maintain lines of authority for his personnel, and shall provide this definition to the City's Representative and all other affected parties, such as the code inspectors of the permitting agencies, the subcontractors and the Architect/Engineer, to provide general direction of the Work and progress of the various phases and subcontractors. The City's Representative and Architect/Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontracts.

2.4.3 Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the City, its representatives and the Architect/Engineer with

copies of the Project Manual (total number of copies not to exceed 10) developed and updated as required by Article 2, expanded for the Construction Phase employing their respective milestones, beginning and finishing dates, their respective responsibilities for performance and the relationships of their work with respect to subcontractors and suppliers. He shall also continue to provide current scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. He is also responsible for performance and the relationships of his work to the work of his subcontractors and suppliers, to enable them to perform their respective tasks, so that the development of construction progresses in a smooth and efficient manner in conformance with the Master Project Schedule.

2.4.4 Solicitation of Bids Without assuming responsibilities of the Architect/Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposals when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and, if directed by the City, for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

2.4.4.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the Work. The Construction Manager shall strive to receive at least three competitive bids per trade package. Should the nature of the trade package prohibit three competitive bids, the Construction Manager shall notify the City's Representative in writing as to the reason and offer suggestions, if any, to create trade interest.

2.4.4.2 The Construction Manager shall be responsible for coordinating with the Architect/Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

2.4.4.3 The Construction Manager and the City's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect/Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the City's Representative and the Architect/Engineer and, upon receiving clarification or correction in writing, shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

2.4.5 Subcontracts Subject to Article 6 and, in accordance with Article 2, Section 2.4.4, the Construction Manager shall award subcontracts to the qualified low bidder after the Construction Manager and the City have reviewed each proposal and are satisfied that the subcontractor/supplier is qualified to perform the work. Construction Manager shall make available to each proposed subcontractor, prior to the execution of the subcontract, complete copies of the Contract Documents to which the subcontractor will be bound by this Section 2.4.5. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

2.4.5.1 All subcontracts shall: (1) require each subcontractor to be bound to Construction Manager to the same extent Construction Manager is bound

to City by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from Construction Manager to City at the election of City, upon termination of Construction Manager, (3) provide that City will be an additional indemnified party of the subcontract, (4) provide that City will be an additional insured on all insurance policies required to be provided by the subcontractor, except workman's compensation, (5) assign all warranties directly to City, and (6) identify City as an intended third-party beneficiary of the subcontract.

2.4.5.2 Unless otherwise expressly agreed to by City in writing, all subcontracts shall provide: LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the City or Architect/Engineer or attributable to the City or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim. Each subcontract shall require that any claims by the subcontractor for delay must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the City, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

2.4.5.3 Subcontractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the City, under the agreement, by the parties to the extent of the work to be performed by the subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the City and Architect/Engineer under the Contract Documents, with respect to the Work to be performed by the subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each subcontractor to enter into similar agreements with its sub-subcontractor.

2.4.5.4 Insurance requirements for subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the City. The Construction Manager shall be responsible to the City for the acts and omissions of his employees, agents, subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Construction Manager.

2.4.5.5 If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP Addendum, the Construction Manager reserves the right to perform that portion of the Work, or negotiate for its performance for the specified line item lump sum amount or less.

2.4.6 A Public Construction Bond in the total amount of the GMP, along with all insurance certificates will be provided by the Construction Manager after approval of the GMP by the Board of City Commissioners, in the form attached hereto and incorporated herein as **Exhibit "M"**. No work shall be performed until these documents are provided and the certificates are current.

2.4.6.1 The Bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

2.4.6.2 All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, as amended by the audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.

2.4.6.3 If the surety on any Bond furnished by the Construction Manager is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of Section 2.4.6.2, the Construction Manager shall within ten (10) days thereafter substitute another Bond and surety, both of which must be acceptable to the City.

2.4.6.4 All Bonds and insurance required by the Contract Documents to be purchased and maintained by the Construction Manager shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Florida to issue bonds or insurance policies for the limits and coverage so required. All bonds signed by an agent must be accompanied by a certified copy of authority to act.

2.4.7 Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the City's Representative and Architect/Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors, providing instructions to each when their work does not conform to the requirements of the Construction Documents, and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner, so as to not affect the efficient progress of the Work. Should disagreement occur between the Construction Manager and Architect/Engineer over acceptability of Work and conformance with the requirements of the Construction Documents, the City's Representative shall be the final judge of performance and acceptability, subject to the dispute provisions of this Agreement.

2.4.8 Submittals and Substitutions- Construction Manager shall carefully examine the Contract Documents for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Construction Manager shall submit all such materials in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. The Construction Manager shall also carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to the Architect/Engineer for review and action. Within 14 days, the Architect/Engineer will transmit them back to the Construction Manager, who will then issue the submittals to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote the expeditious handling of shop drawings and all other submittals. The Construction Manager shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of it by the subcontractors. The Construction Manager shall advise the Architect/Engineer in writing which submittals or requests for clarification have the greatest urgency; the purpose being to enable the Architect/Engineer to prioritize requests coming from the Construction Manager. The Construction Manager shall advise the City's Representative and Architect/Engineer in writing when timely response is not occurring on any of the above.

2.4.8.1 If Construction Manager wishes to furnish or use a substitute item of material or equipment, Construction Manager shall make application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and at least of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Construction Manager's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for the Project) to adapt the design to the proposed substitute, and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement services shall be indicated. The application also shall contain an itemized estimate of all costs or savings that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Construction Manager to furnish, at Construction Manager's expense, additional data about the proposed substitute.

2.4.8.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Construction Manager may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Architect/Engineer, if Construction Manager submits sufficient information to allow Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by Architect/Engineer shall be the same as those provided herein for substitute materials and equipment.

2.4.8.3 Architect/Engineer shall be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer and City's Representative shall be the sole judges of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without City's and Architect/Engineer's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. City may require Construction Manager to furnish, at Construction Manager's expense, a special performance guarantee or other surety with respect to any substitute. The cost of such guarantee may be reimbursable from the City's Owner Allowance or Buyout Allowance funds, provided that this cost is presented with the proposed substitute. If City rejects the proposed substitute, at City's direction, City may require Construction Manager to reimburse City for the charges of Engineer and Engineer's consultants for evaluating the proposed substitute.

2.4.9 Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the City and the City's Representative, including the Architect/Engineer.

2.4.10 Permits - The Construction Manager shall secure and pay for all permits and/or licenses which are customarily secured by a General Contractor. If Construction Manager performs any Work without obtaining, or contrary to, such permits or licenses secured prior to commencement of work, Construction Manager shall bear all costs arising therefrom. Costs related to post commencement permitting requirements that were unknown to Contractor at the time commencement shall be borne by the City. Cost for all re-inspections of Work found defective and subsequently repaired, shall be borne by the Construction Manager, unless such cost is not a result of negligence on the part of the Construction Manager.

2.4.11 Project Administration - The Construction Manager shall provide Project Administrative functions during construction to assure proper documentation, including, but not limited to, such things as the following:

2.4.11.1 Job Meetings – Hold weekly progress and coordination meetings, or more or less frequently, if required, to provide for the timely completion of the Work. In addition, a regular monthly Project status meeting will be held between the Architect/Engineer, City's Representative and Construction Manager. The meetings shall serve as a tool for planning of work and enforcing schedules and for establishing procedures and responsibilities.

2.4.11.2 Shop Drawing Submittals/Approvals – Check shop drawings and implement procedures to be approved by City's Representative for submittal and transmittal to the Architect/Engineer and City's Representative of such drawings for action, and closely monitor their submittal and approval process.

2.4.11.3 Material and Equipment Expediting – Closely monitor material and equipment deliveries, follow-up procedures on supplier commitments of all subcontractors, and maintain a material and equipment expediting log.

2.4.11.4 Payments to subcontractors - Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.

2.4.11.5 Document Interpretation (RFI) - Refer all questions for interpretation of the Construction Documents to the Architect/Engineer with a copy to the City's Representative.

2.4.11.6 Reports and Project Site Documents - Record the progress of the Project. Submit written progress reports to the City's Representative and the Architect/Engineer including information on the subcontractors' work, and the percentage of completion. Keep a daily log available to the City, the Engineer and the permitting authority's inspectors.

2.4.11.7 Subcontractors' Progress - Prepare periodic punch lists for the subcontractors' work, including unsatisfactory or incomplete items and schedules for their completion.

2.4.11.8 Start-Up - With the City's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.

2.4.11.9 Safety – Provide a safety program for the Project to meet OSHA requirements. Monitor for subcontractor compliance without relieving them

of responsibilities to perform Work in accordance with the best acceptable practice.

2.4.11.10 Record Drawings - The Construction Manager shall monitor the progress of his own forces and his Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect/Engineer, who will prepare the final record drawings. The Construction Manager shall continuously review "As-Built" Drawings and marked up progress prints to provide as much accuracy as possible.

2.4.11.11 Systems Maintenance and Instruction - The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey those to the City in such a manner as to promote their usability. The Construction Manager shall provide City's operations and maintenance personnel with operations and maintenance training with respect to the equipment and systems being provided as part of the Work. This training shall be videotaped by Construction Manager for subsequent presentation to City's operations and maintenance personnel.

2.4.11.12 Administrative Records - Construction Manager shall maintain in a safe place at the Project Site Office Facility, one record copy and one permit set of the Contract Documents, including, but not limited to, all Construction Documents, addenda, amendments, Change Orders, Construction Change Directive and Field Orders, as well as all written interpretations and clarifications issued by Architect/Engineer, in good order and annotated to show all changes made during construction. The record Contract Documents shall be updated by Construction Manager throughout the prosecution of the Work to accurately reflect all field changes that have been made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directive and Field Orders, and all concealed and buried installations of piping, conduit and utility services. Construction Manager shall certify the accuracy of the updated record Contract Documents. As a condition precedent to City's obligation to make a monthly progress payment, Construction Manager shall provide evidence, satisfactory to City's Representative and Architect/Engineer, that Construction Manager is fulfilling its obligation to update the record Contract Documents. All buried and concealed items, within the Project site, shall be accurately located on the record Contract Documents as to depth and in relationship to not less than 2 permanent features. The record Contract Documents shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Contract Documents, together with all approved samples and a counterpart of all approved shop drawings, shall be available to City's Representative and Architect/Engineer for reference. In addition, the Construction Manager shall be required to maintain at the Project Site Office Facility on a current basis, electronic and/or copies of files and records such as, but not limited to the following:

Contracts [subcontracts]
Purchase Orders
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees

Cost Accounting Records
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Construction Change Directives
Permits
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

2.5 Final Completion:

2.5.1 Substantial Completion: When the entire Work (or any portion thereof designated in writing by City) is ready for its intended use, Construction Manager shall notify City's Representative and Architect/Engineer in writing that the entire Work (or such designated portion) is substantially complete and request that Architect/Engineer prepare a Certificate of Substantial Completion (or a Certificate of Partial Substantial Completion), a copy of which is attached as **Exhibit "D"**. Said written notice from Construction Manager shall include a proposed punch list of all items of Work to be completed or corrected by Construction Manager. Within a reasonable time thereafter, City's Representative, Construction Manager and Architect/Engineer shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If City's Representative and Architect/Engineer do not consider the Work (or designated portion) substantially complete, Architect/Engineer shall notify Construction Manager in writing giving the reasons therefore. If City and Architect/Engineer consider the Work (or designated portion) substantially complete, Architect/Engineer shall deliver to Construction Manager the Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date Substantial Completion for the entire Work (or designated portion thereof) is actually achieved by Construction Manager, which date shall be no later than the date of the Temporary Certificate of Occupancy so long as the full Certificate of Occupancy is subsequently obtained

without obstructing the City's use of the facility, and include a final punch list of items to be completed or corrected by Construction Manager before final payment. Failure to include an item on the final Punch List does not waive City's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment.

2.5.2 Final Acceptance: When Construction Manager believes it has fully performed all of the Services, including all punch list items, Construction Manager shall deliver to City's Representative all items listed on **Exhibit "G"**, which includes, but is not limited to, a written Release and Affidavit from Construction Manager certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be in conformance with **Exhibit "E"** and shall be delivered to City's Representative by Construction Manager at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Architect/Engineer and City's Representative shall promptly inspect the Work to determine if all of the Work has been completed and is ready for Final Acceptance by City. If City's Representative and Architect/Engineer determine Construction Manager has completed the entire Work and performed all of the Services, City's Representative shall promptly approve the Final Completion Certificate of the Project, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Services have been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Construction Manager, as noted in the final Certificate for Completion, is due and payable; and (iii) all conditions precedent to Construction Manager's entitlement to final payment has been satisfied. Neither the final payment nor any retainage shall become due and payable until Construction Manager submits: (1) the final Release and Affidavit in the form attached to the Agreement as **Exhibit "E"**, (2) consent of surety to final payment, and (3) other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by City. City reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though Architect/Engineer may have issued its recommendations. Until the Construction Manager completes all of its contractual obligations, with the exception of the Warranty period, neither the final payment nor any retainage shall become due and payable.

The City may occupy or take control of portions of the project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2, Sections 2.4.11.8, 2.4.11.10, 2.5.1 and 2.6 have been completed to the City's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Substantial Completion.

2.6 Warranty and Corrective Period

2.6.1 The Construction Manager shall warrant that all materials and equipment included in the Work will be new, except where indicated otherwise in Contract Documents, and that the Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Construction Documents. Contractor's warranty (i) excludes damage caused by misuse, failure to provide Contractor notice and an opportunity to cure alleged defects and (ii) is in lieu of all other warranties, express or implied.

2.6.2 The Construction Manager shall collect and deliver to the City's Representative any specific written warranties given by others as required by the Contract Documents. Also, the Construction Manager shall conduct, jointly with the City's Representative and the Architect/Engineer, a warranty inspection eleven (11) months after the date of Substantial Completion of the Project. Construction Manager shall obtain and assign to City all express warranties given to Construction Manager by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Construction Manager further warrants to City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special warranty to be provided will be in such form as is acceptable to City and shall not include any exclusions, exceptions or modifications except to the extent approved by City in its sole discretion.

2.6.3 In addition to the express warranties provided for in Sections 2.6.1 and 2.6.2, and all other rights and remedies available to City at law or in equity, including any implied warranties City may be entitled to as a matter of law, Construction Manager shall promptly correct, upon receipt of written notice from City's Representative, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by City in its sole discretion to present an immediate threat to safety or security, City shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Construction Manager shall reimburse City for all costs and expenses incurred by City in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved.

2.6.4 With respect to the correction of any defective or nonconforming Work, Construction Manager shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Construction Contingency Funds may be utilized to correct such damage provided that damage was not caused by negligence on the part of the Construction Manager. Construction Manager's warranty excludes remedy for damage or defect caused by City's abuse, modifications not performed by Construction Manager, improper or insufficient maintenance by City (unless such maintenance was performed in accordance with the directions from Construction Manager), improper operation by City (unless such operations were performed in accordance with the directions from Construction Manager), or normal wear and tear under normal usage.

ARTICLE 3

CITY'S RESPONSIBILITIES

3.1 City's Information:

The City shall provide full information regarding the requirements for the Project.

3.2 City's Representative:

The City shall designate in writing any additional representatives authorized to act on the City's behalf with respect to the Project, together with the scope of his/her respective authority. In no event, shall any delegation of authority be contrary to State or City laws or codes. Such designations as of the date hereof are set forth in Section 1.3.18. Functions that this Agreement provides, which will be performed by the City, can be delegated by written notice to the Construction Manager from the City. The designation(s) of City's Representative, as set forth in Section 1.3.18, may be amended from time to time by the City, pursuant to written notice to the Construction Manager of such amendment. The Construction Manager shall be entitled to rely on directions (and it shall be required to follow directions) from the City's Representative within the authority conferred by the Board of City Commissioners in this Agreement or any Amendment or Change Order to this Agreement. The City of Kissimmee Board of City Commissioners hereby authorizes the City's Representative to: (1) act as the Board's agent and execute documents associated with the Project. Examples of these documents are Notices of Commencement, Certificates of Substantial and Final Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the City; and (4) issue a duly authorized memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by City's Representatives shall be binding on the City. The City's Representative does not have the authority to authorize work beyond the scope of the Contract Documents.

The City additionally authorizes the City Manager, or his designee, in conjunction with the City's Representative, to authorize individual changes in the Work up to *$100,000.00*. Said changes shall be funded from the City's Allowance and shall not cause an increase to City's Project Budget.

3.3 Design Engineer and Engineer's Agreement:

The City shall retain an Architect/Engineer for design and to prepare Construction Documents for the Project. The Architect/Engineer's services, duties and responsibilities are described in the Agreement between the City and the Architect/Engineer, a copy of which will be furnished to the Construction Manager.

3.4 Site Survey and Reports:

The City shall provide for the site of the Project all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations, and a legal description.

3.5 Approvals and Easements:

The City shall pay for necessary approvals, properties, easements, assessments and charges required for the construction, use or acceptance of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The City shall furnish such legal services as may be necessary for providing the items set forth in Article 3, Section 3.5, and such auditing services as it may require.

3.7 Construction Documents:

The Construction Manager will be furnished a reproducible set of all copies of the Construction Documents reasonably necessary and ready for printing.

3.8 Cost of Surveys & Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the City's expense. Construction Manager shall rely upon the accuracy and completeness thereof as noted in the various reports and surveys. Additional reports or surveys deemed to be necessary by the Construction Manager shall be obtained by the Construction Manager.

3.9 Project Fault Defects:

If the City becomes aware of any fault or defect in the Project or non-conformance with the Construction Documents, the City shall give prompt written notice thereof to the Construction Manager and Architect/Engineer.

3.10 Funding:

The City shall furnish, in accordance with the established Master Program Schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence performance of any Services, unless authorized in writing by the City.

3.11 Permitting & Code Inspections:

The City and Construction Manager shall coordinate with the appropriate permitting authorities.

ARTICLE 4

CONTRACT TIME

4.1 The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Final Completion of the Work is referred to hereafter as the "Contract Time". With respect to the Construction Phase Services, the "Construction Phase Commencement Date" shall be established in the GMP Addendum. No portion of the Work, with respect to the Construction Phase Services, shall be performed prior to the Construction Phase Commencement Date, unless expressly approved in advance by the City in writing. The GMP Addendum shall also include the date that portion of the Work associated with the Construction Phase Services must be substantially completed by Construction Manager. The "Substantial Completion" date shall be established in terms of calendar days after the Construction Phase Commencement Date. Unless noted otherwise, the Final Completion Date is 45 (forty-five) days after Substantial Completion. In the event Construction Manager and City fail to reach an agreement on the Contract Time, City may elect to terminate this Agreement. In the event of any such termination, Construction Manager shall be entitled to receive that portion of the Contract Amount attributable to the Pre Construction Phase Services earned to the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing

by City; but Construction Manager shall not be entitled to any further or additional compensation from City, including, but not limited to, damages or lost profits on portions of the Work not performed.

4.2 Liquidated Damages. City and Construction Manager recognize that, since time is of the essence for this Agreement, City will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Addendum, as said time may be adjusted as provided for herein. In such event, the total amount of City's damages, will be difficult, if not impossible, to definitively ascertain and quantify, because this is a public construction project that will, when completed, benefit the public in the City of Kissimmee, Florida. It is hereby agreed that it is appropriate and fair that the City receive liquidated damages from Construction Manager, if Construction Manager fails to achieve Substantial Completion of the Work within the required Contract Time. Should the Contractor not meet the Substantial Completion Date as set forth herein as adjusted by approved Change Order, plus 30 days "Grace Period", liquidated damages will be assessed at a daily rate of $1500 for each calendar day thereafter until Substantial Completion is achieved.. Construction Manager hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represent a fair and reasonable estimate of City's actual damages at the time of contracting if Construction Manager fails to substantially complete the Work in a timely manner.

Liquidated Damages shall be capped at a maximum value not to exceed one-half of Contractor's fee, and except as expressly provided in the Contract Documents, the ultimate amount so determined shall be the sole and exclusive monetary remedy for delays whether at law or in equity recoverable against Contractor by the Owner for all monetary damages relating solely to delays in Substantial Completion. The parties reserve all other rights available to each of them under this Agreement with respect to delays in Substantial Completion.

4.3

ARTICLE 5

CONTRACT TIME EXTENSIONS

5.1 Should Construction Manager be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Construction Manager, and not due to its fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes, lockouts, utility work being performed within the Project limits, or by unusually severe weather conditions by comparison with the ten year Osceola City, Florida average not reasonably anticipatable, Construction Manager shall notify City's Representative and Architect/Engineer, in writing within seven (7) calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Construction Manager may have had to request a Contract Time Extension. Contract Time Extension requests shall be evaluated through the Change Order process.

5.2 If Construction Manager encounters on the Project site any materials reasonably believed by Construction Manager to be petroleum, or petroleum related products, or other hazardous or toxic substances which have not been rendered harmless, Construction Manager immediately shall: (i) stop Work in the area affected, and (ii) report the condition to City's Representative in writing. If the Work is so stopped in excess of ten (10) days and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by the Construction Manager or any of its employees, agents, subcontractors, or material

suppliers, no Change Order will be required for an adjustment in the Contract Time and Construction Manager shall indemnify the City and hold City harmless for any costs incurred by the City with respect to such material.

5.3 NO DAMAGES FOR DELAY. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the City and Architect/Engineer may be responsible, in whole or in part, shall relieve Construction Manager of his duty to perform, or give rise to any right to damages or additional compensation from the City. Construction Manager's sole remedy, if any, against the City will be the right to seek an extension to the Contract Time and the payment of additional Costs of the Work and associated increase in the Construction Manager's Fee, as allowed pursuant to Article 6. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion. In no event shall the City be liable to Construction Manager, whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

ARTICLE 6

CONTRACT AMOUNT

6.1 In consideration of the full and faithful performance by the Construction Manager of the covenants in this Agreement, City agrees to pay, or cause to be paid, to Construction Manager the following amounts (hereinafter collectively referred to as "Contract Amount"), in accordance with the terms of this Agreement and with the Hourly Rate Schedule attached hereto and incorporated herein as **Exhibit "K"**. The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

6.1.1 Pre-Construction Phase Services - For all Pre-Construction Phase Services enumerated in this Agreement, including, but not limited to, providing value engineering, reviewing documents for constructability, assisting and meeting with the City and the Design professionals, preparing cost estimates and schedules and preparing the GMP Proposal, Construction Manager shall receive the lump sum amount as specified in the Pre-Construction Services Addendum and in accordance with the payment schedule set forth in said Addendum.

6.1.2 Construction Phase Services – With respect to the Construction Phase Services to be provided by Construction Manager, City shall: 1) reimburse Construction Manager for the Cost of the Work; and 2) pay the Construction Manager a Construction Manager's Fee to be negotiated as part of the GMP Addendum process.

6.1.2.1 Construction Manager's Fee: The Construction Manager's Fee shall be Construction Manager's total compensation for the Construction Manager's profit on the Cost of the Work, as defined below. Construction Manager agrees to provide City with a GMP Proposal for the total sum of the Construction Manager's Fee, plus the Cost of the Work, plus the Construction Manager's Contingency, after the Construction Manager determines the Construction Documents are sufficiently complete.

6.1.2.2 The GMP Proposal shall be based upon actual subcontractor cost proposals with the various subcontractors. Further, the proposal shall be broken down into the categories and level of detail required by City's Representative. Construction Manager agrees that all its books, records and files, with respect to its development of the GMP Proposal, shall be open to City for review and copying. The final GMP Proposal shall be mutually agreed upon by City and Construction Manager and shall be set forth in the GMP Addendum (**Exhibit "C"**). The GMP Addendum shall further identify the drawings, specifications (Schedule 1 of the GMP Addendum) and other descriptive documents (Schedule 4 of the GMP Addendum) upon which the GMP is based. The Construction Manager guarantees that in no event shall the sum of the Construction Manager's Fee, the total Cost of the Work, and the Construction Manager's Contingency exceed the GMP. The Construction Manager acknowledges multiple GMP Addendums may be required for the portions of the Project to support the Project phasing and schedule.

6.1.2.3 The amount to be paid for Construction Manager's Fee shall be stated in the GMP Addendum. The Construction Manager's Fee shall be paid proportionally to the ratio of the Cost of the Work completed. The balance of the Construction Manager's Fee shall be paid at Final Completion. If construction is authorized for a portion of the Project, the Construction Manager's Fee shall be paid proportionally to the amount of the Work authorized by the City.

6.1.2.4 In the event Construction Manager and City fail to reach an agreement on the GMP, the City may elect to terminate this Agreement. In the event of any such termination, Construction Manager shall be entitled to receive that portion of the Contract Amount attributable to the completed Pre Construction Phase Services; but Construction Manager shall not be entitled to any further additional compensation from City, including but not limited to damages or lost profits on portions of the Work not performed. Construction Manager may be required to continue to provide all other agreed upon Pre Construction services.

6.1.2.5 The Construction Manager will not be due any increases in the Construction Manager's Fee on increases in the GMP value that do not exceed a cumulative total of a specified amount which shall be stated as a "nominal overage" in the GMP Addendum. Should the GMP value be increased by more than such nominal overage amount under the terms of Article 7 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Construction Manager's Fee will be (5) five percent of that portion of the accumulative increases in the GMP value that exceed the GMP value by more than such nominal overage amount.

6.1.3 Cost of the Work. The Phrase "Cost of the Work" shall mean all costs necessarily and reasonably incurred by Construction Manager in the proper performance of the Construction Phase Services portion of the Services. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of City only after Construction Manager has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection 6.1.3:

6.1.3.1 Construction Phase Costs: The following items constitute the elements that can be included in the Construction Phase Cost calculations.

6.1.3.1.1 Wages of construction workers directly employed by Construction Manager to perform the construction of the Work at the Project site or, with City's written agreement, at off-site workshops;

6.1.3.1.2 Wages of Construction Manager's supervisory, technical and administrative personnel who are stationed at the Project site as specified in Schedule 1 to the proposed GMP;

6.1.3.1.3 Wages of Construction Manager's supervisory and administrative personnel engaged at factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only with City's written agreement;

6.1.3.1.4 Wages of Construction Manager's supervisory, technical, and administrative personnel when assigned to this Project and specifically working on this Project in the Construction Manager's administrative or home office, as specified in Schedule 1 to the proposed GMP ;

6.1.3.1.5 Payments made by Construction Manager to subcontractors in accordance with the requirements of the applicable written subcontracts;

6.1.3.1.6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents;

6.1.3.1.7 Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof;

6.1.3.1.8 Minor expenses at the site, such as internet, long distance telephone calls, telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost.

6.1.3.2 Subcontract and Material Costs. All Subcontractor Costs will be documented and signed by Subcontractor invoices and all material costs will be documented by copies of invoices. Subcontract and Material Costs may also be referred to as "Reimbursable Costs". All requests for payment of expenses eligible for reimbursement under the terms of this Agreement, unless otherwise specifically stated herein, shall be reimbursed per the City's Reimbursable Schedule that is attached hereto as **Exhibit "J"** and made a part of this Agreement. Reimbursable Costs shall include:

6.1.3.2.1 Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area;

6.1.3.2.2 Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction project, along with Subcontractor Default Insurance (SDI). General Liability and SDI will each be cost at a fixed rate of a specified percentage, respectively, to be stated in the GMP Addendum of the final Contract Amount, adjusted to include any previously deducted City Direct Purchase amounts, and Construction Manager bonds will be cost at a fixed rate of a specified percentage, to be stated in the GMP Addendum. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. **There shall be no Construction Phase Fee on this item**;

6.1.3.2.3 Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles, provided they have resulted from causes other than the negligent misconduct of Construction Manager;

6.1.3.2.4 Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable;

6.1.3.2.5 The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship, or other causes due to the negligence of the Construction Manager or his subcontractors or suppliers. No costs shall be paid by the City to the Construction Manager for any expenses made necessary to correct defective workmanship, or to correct any work not in conformance with the Plans and Specifications, or to correct any deficiency or damage caused by negligent acts by the Construction Manager;

6.1.3.2.6 Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of Subcontractors, except in the case of a Subcontractor's default;

6.1.3.2.7 Costs for trash and debris control and removal from the site;

6.1.3.2.8 Costs incurred due to an emergency affecting the safety of persons and property;

6.1.3.2.9 Legal costs reasonably and properly resulting from prosecution of the Project for the City, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations: 1) The City approved, in writing, incurring such costs in advance, which approval shall be in the City's sole discretion; and 2) the legal costs were not incurred as result of the Construction Manager's own negligence or default. This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests,

by Construction Manager itself, for change orders, or in enforcing the obligations of this Agreement;

6.1.3.2.10 Transportation outside of Osceola City for those personnel employed directly for the project, not including relocation expenses. Such transportation must be extraordinary and be approved in advance by the City's Representative, and will be in accordance with the Construction Manager's standard personnel policy;

6.1.3.2.11 Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the project;

6.1.3.2.12 Costs for watchman and security services for the project, if necessary;

6.1.3.2.13 Costs for efficient logistical control of the Project, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space;

6.1.3.2.14 Costs for such temporary facilities and temporary protection during construction, as approved by the City, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software;

6.1.3.2.15 Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Work;

6.1.3.2.16 Costs, including transportation, installation, maintenance, dismantling and removal or materials, supplies, temporary facilities (including Project field offices, furniture and fixtures), temporary utilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by Construction Manager;

6.1.3.2.17 Rental charges, at standard industry rates for the area, for temporary facilities, machinery, vehicles, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site, whether rented from Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from Construction Manager or others, shall be subject to the prior written approval of City's Representative;

6.1.3.2.18 Costs, fees and assessments for the building permit and for other permits, licenses and inspections for which Construction Manager is required by the Contract Documents to pay;

6.1.3.2.19 Cost of Public Information Programs or other neighborhood functions hosted by Construction Manager at the direction of City's Representative;

6.1.3.2.20 Costs of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of this Agreement;

6.1.3.2.21 Cost of documentation, inspection and testing as required for the preparation of the Final Estimate and implementation of the FDOT Contractor Quality Control process;

6.1.3.3 Costs Not To Be Reimbursed. The Cost of the Work shall not include the following items: Except as provided in Article 6, Section 6.1.3.1:

6.1.3.3.1 Temporary living and travel expenses of employees who are not relocated, but are assigned to the Project;

6.1.3.3.2 Except as provided in the Fringe Benefits rate included in Article 6, Section 6.1.3.1.4, expenses of Construction Manager's principal office and offices other than the Project site office;

6.1.3.3.3 Overhead and general expenses, except as may be expressly included in Article 6, Section 6.1.3.1 and 6.1.3.2;

6.1.3.3.4 Construction Manager's capital expenses, including interest on Construction Manager's capital employed for the Work;

6.1.3.3.5 Rental costs of machinery and equipment, except as specifically provided in Article 6, Section 6.1.3.2.1;

6.1.3.3.6 Except as expressly provided in Article 6, Section 6.1.3.2.5, costs due to the negligence of Construction Manager, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied;

6.1.3.3.7 Any costs not specifically and expressly described in Article 6, Section 6.1.3.1 and 6.1.3.2 above;

6.1.3.3.8 Construction Manager is responsible, without reimbursement from City, for re-inspection fees and costs; to the extent such re-inspections are due to the negligence of the Construction Manager;

6.1.3.4 Adjustments in Construction Phase Costs: For changes in the Project as provided in Article 7, the Construction Phase Costs shall be adjusted as follows:

6.1.3.4.1 The Construction Manager shall be paid an additional amount, subject to negotiation, if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss, excluding

any condition that may have been caused from negligent acts by the Construction Manager.

6.1.3.4.2 Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs or Construction Manager's Fee paid to the Construction Manager, unless such delays are as defined in Article 7.

6.1.4 City's Allowance: The GMP Addendum shall include the City's Owner Allowance, which permits the City to authorize the Construction Manager to perform work which may not have been specifically addressed in the original contract documents, but which the City deems necessary for the project. The City's Allowance is also intended to protect against price increases between the GMP Addendum and the completion of the 100% Construction Documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction, and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the City's Allowance prior to the release of funds by the City. Documentation for use of the City's Allowance shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. The Architect/Engineer shall verify the actual costs. The maximum dollar amount of permitted Allowance Work shall be 5% of the GMP or $250,000, whichever is less. The City Manager or his designee can approve the use of the City's Allowance up to $50,000 per occurrence. When allowance funds are utilized for changes and/or additions to the work, the CM shall submit a written request to the City's Representative, in the same manner as a change order request. The City's Representative shall prepare an Allowance Authorization Release, in form attached here to as **Exhibit "I"** to this Agreement.

The GMP Addendum may, at the City's discretion, also contain allowance time, not to exceed fifteen (15) percent of the total amount of time allotted for the work. This time shall be used for any unforeseen changes to the work which may cause the time to be extended and will be granted via an Allowance Authorization Release, approved by the City Manager or his designee.

6.1.4.1 Following the full execution of the GMP Addendum, at a point mutually agreed upon between the City's Representative and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds may be taken from the City's Allowance. If the net amount of the buyout results in a savings, the savings will be assigned to the City's Buyout Allowance.

6.1.5 The City's Buyout Allowance shall be created by savings generated by the subcontractor buyout, unused contingency funds, and also by reductions in scope that otherwise could reduce the GMP. The intent of this City's Buyout Allowance is to allow funds already approved within the GMP Addendum to remain and be used at the City's discretion for scope issues that may become required and/or desired during the course of the project. Authorizations up to $50,000, for the use of the City's Buyout Allowance, will be granted by the City Manager, or his designee. Authorizations for more than $50,000 will be required to be obtained from the Board. The City's Representative shall prepare an Allowance Authorization Release, in form attached here to as **Exhibit "N"** to this Agreement.

ARTICLE 7

CHANGE IN THE PROJECT

7.1 Change Orders:

7.1.1 City shall have the right, at any time during the progress of the Work, to increase or decrease the Work. Promptly after being notified of a change, but in no event more than 21 days after its receipt of such notification (unless City's Representative has agreed in writing to a longer period of time), Construction Manager shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by the Architect/Engineer, no addition or changes to the Work shall be made except upon written order of City, and City shall not be liable to Construction Manager for any increased compensation or adjustment to the Contract Time without such written order.

7.1.2 A Change Order, in form attached here to as **Exhibit "H"** to this Agreement, shall be prepared by City's Representative, reviewed by Architect/Engineer and Construction Manager, and executed promptly by the parties after an agreement is reached between Construction Manager and City, concerning the requested changes. Construction Manager shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as City and Construction Manager shall mutually agree.

7.1.3 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of any unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably would not have been discovered by Construction Manager as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Construction Manager shall provide City's Representative with prompt written notice thereof before conditions are disturbed and in no event later than 48 hours after first observance of such conditions. City's Representative and Architect/Engineer shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Construction Manager's cost of, or time required for, performance of any part of the Work, City will acknowledge and agree to an equitable adjustment to the Contract Amount or Contract Time, or both, for such Work. If City's Representative determines that the conditions at the site are not materially different from those indicated in the Contract Document or not of an unusual nature or should have been discovered by Construction Manager as part of its investigative services, and that no change in the terms of the Contract is justified, City shall so notify Construction Manager in writing, stating its reasons. Claims by Construction Manager in opposition to such determination by City must be made within 48 hours after Construction Manager's receipt of the written determination of City's Representative. If City's Representative and Construction Manager cannot agree on an adjustment to the Contract Amount or Contract Time, the parties shall comply with the dispute resolution procedure set forth in the Contract Documents.

7.1.4 The increase or decrease in the GMP as set forth in the GMP Addendum resulting from a change in the Project shall be determined in one or more of the following ways: 1) by mutual acceptance of a lump sum properly itemized and supported by

sufficient substantiating data to permit evaluation by the Architect/Engineer and City's Representative, or 2) by unit prices stated in the Agreement or subsequently agreed upon.

7.1.5 If none of the methods set forth in Article 7, Section 7.1.4 is agreed upon, the Construction Manager, provided he receives a written order signed by the City, shall promptly proceed with the Work involved. The increase or decrease in the GMP shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate, without prior written approval by the City's Representative. In such case, and also under Article 7, Section 7.1.4 above, the Construction Manager shall keep and present, in such form as the City's Representative may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Work as outlined in Article 6., Section 6.1.3.2 Should Contractor not agree with this method of calculation Contractor may, without delaying the prosecution of the work, submit a Claim for relief consistent with the terms of this Agreement Contractor shall ensure that any subcontractor dispute is subject to the same Claims procedure.

7.1.6 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the City or the Construction Manager, the applicable unit prices and GMP shall be equitably adjusted.

7.1.7 In the event the Construction Manager encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop Work in the area affected and report the condition to the City in writing. City shall thereafter, as soon as reasonably possible, conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste, or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the City to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith. The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.

7.1.8 The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to the changes clause herein.

7.1.9 *Intentionally omitted.*

7.1.10 Claims for Additional Cost or Time: All claims for additional cost or time, in excess of what is addressed in Article 6.1.4, shall be made by request for a Change Order submitted as provided in this Article. The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the Work by any act or neglect of the City or the Architect/Engineer or of any employee of either or by any separate Construction Manager employed by the City or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the City pending resolution of disputes, and such delay extends the completion date, then the dates for completion may be equitably adjusted. Only delays, which are determined to extend the critical path of the schedule for constructing the project, will result in a time extension.

7.1.11 Minor Changes in the Project: The City will have authority to order minor changes in the Project not involving an adjustment in the Contract Amount or Contract Time and not inconsistent with the intent of the Construction Documents. Such changes shall be effected in writing. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. Changes shall be approved by the City and Architect/Engineer.

7.1.12 Emergencies: In any emergency affecting the safety of persons or property, the Construction Manager shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the GMP or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided herein. Construction Manager shall take immediate action to prevent injury to any person or damage to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project Site. If conditions are such that it is safe to return to the Project site, Construction Manager shall give Architect/Engineer written notice within 48 hours after the occurrence of the emergency, if Construction Manager believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Construction Manager fails to provide the 48 hour written notice noted above, Construction Manager shall be deemed to have waived any right it otherwise may have had to seek and adjustment to the Contract Amount or an extension to the Contract Time. Construction Manager is obligated to promptly report in writing to City all accidents relating to the Work that result in any personal injury or property damage.

ARTICLE 8

PAYMENTS TO THE CONSTRUCTION MANAGER

8.1 Progress Payments for Construction Phase Services

8.1.1 Construction Manager's monthly Applications for Payment shall be in a form, as shown in **Exhibit "F"**, and shall contain such detail and backup as City reasonably may require. Such detail and backup shall include documentation of actual payments made.

8.1.2 At the time it submits its GMP Proposal to City, Construction Manager shall submit to City's Representative and Architect/Engineer, for their review, a Schedule of Values based upon the GMP Proposal. The Schedule of Values will be based on the major items of work. The Schedule of Values will be structured so that the costs of the major items of work can be allocated to the various elements of work. The Schedule of Values shall be updated for the current month Change Orders and submitted each month to Architect/Engineer along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit "F"**.

8.1.3 If the payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at an approved location off site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that City has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which shall be subject to City's satisfaction.

8.1.4 Construction Manager shall submit a notarized original of its monthly Application for Payment to City's Representative, or Architect/Engineer, as directed by the City's Representative, on a monthly basis, on or before the 25th of each month. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Within seven calendar days after receipt of each Application for Payment, Architect/Engineer shall submit to City's Representative, a certification of the Application for Payment in the amount recommended by Architect/Engineer as being due and owing Construction Manager. Upon approval by City's Representative, payment shall be made to Construction Manager in accordance with the Florida Prompt Payment Act Statute 218.735. As a condition to the application for the monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within 30 days after receipt of information that a change to the Construction Documents has occurred.

8.1.5 Ten percent (10%) retainage shall be held on all payments until the Construction Phase is 50% complete, except when approved by the City, certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. After 50% completion, the amount of retainage shall be reduced from 10% to 5%, in accordance with Section 255.078, Florida Statutes. Retainage shall not be withheld on services or fees set forth in Article 6, Section 6.1.2 and 6.1.3.

8.1.6 Monthly payments to Construction Manager shall in no way imply approval or acceptance of Construction Manager's work.

8.1.7 Each Application for Payment shall be accompanied by a Release and Affidavit showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full through the previous month's Application for Payment. City shall not be required to make payment until and unless these affidavits are furnished by Construction Manager. Further, if Construction Manager is withholding any portion of a payment to any subcontractor for any labor, services, or materials for which City has paid Construction Manager, Construction Manager agrees to refund such money to City.

8.2 Payments Withheld

Architect/Engineer shall review each Application for Payment submitted by Construction Manager and shall make recommendations to City's Representative as to the proper amounts, if any, which may be owed Construction Manager under the Application for Payment. Both Architect/Engineer and City's Representative shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Construction Manager in an Application for Payment, and City's Representative may withhold any payments otherwise due Construction Manager under this Agreement, to the extent it is reasonably necessary, to protect City from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against City attributable to the negligence of Construction Manager; (c) Construction Manager's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Construction Manager's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) a material breach of the requirements of the Contract Documents by Construction Manager. City shall have the right, but not the obligation, to take any corrective action City deems appropriate to cure any of the above noted items (including withholding Contractor payment of an amount not to exceed the cost to the City of making good such deficiency), at the Construction Manager's expense, if Construction Manager has not started with a cure, to the City's reasonable satisfaction, of any of the above noted items within ten working days after Construction Manager's receipt of written notice from City.

8.3 Final Payment.

City shall make final payment to Construction Manager provided the Work is finally accepted by City in accordance with Article 2, Section 2.5.2, and provided that Construction Manager first, and as an explicit condition precedent to the accrual of Construction Manager's right to final payment, shall have furnished City with a properly executed and notarized final release (conditioned only upon receipt of final payment) in the form of the Release and Affidavit attached to the Agreement as **Exhibit "E"**, as well as a duly executed copy of the surety's consent to final payment and such other documentation that may be required by the Contract Documents or City. Construction Manager's acceptance of final payment shall constitute a full waiver of any and all claims by Construction Manager against City arising out of this Contract or otherwise relating to the Project, except those identified in writing by Construction Manager as unsettled in the final Application for Payment. Neither the acceptance of the Work nor the payment by City shall be deemed to be a waiver of City's right to enforce any obligations of Construction Manager hereunder or to the recovery of damages for defective Work not discovered by City's Representative or Architect/Engineer at the time of final inspection. The Project will be considered complete when all Work has been completed and accepted by the Board of City Commissioners. The Construction Manager will then be released from further obligation except as set forth in Section 2.6 Warranty.

ARTICLE 9

INSURANCE, WAIVER OF SUBROGATION, AND INDEMNITY

9.1 Construction Manager's Insurance:

9.1.1 The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the City, nor shall the Construction Manager allow any subcontractor to commence work on his 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 with an A.M. Best & Company rating of no less than A. The insurance company must have a current A.M. Best & Company financial rating of Class VIII or higher. The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida. The insurance company must have been in such insurance business continuously for not less than 5 years prior to the date of the execution of this Agreement.

9.1.2 Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the City, for the protection of employees not otherwise protected. Employers' liability shall be set at $1,000,000/1,000,000/1,000,000.

9.1.3 Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

9.1.3.1 Construction Manager's Comprehensive General, $1,000,000 Each ($2,000,000 aggregate) Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit

9.1.3.2 Automobile Liability Coverages, $1,000,000 Each Bodily Injury & Property Damage Occurrence, Combined Single Limit

9.1.3.3 Excess Liability, Umbrella Form $2,000,000 Each Occurrence, Combined Single Limit

9.1.3.4 Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis. There shall not be an EFIS Exclusion Endorsement on any general liability policy. The Products and Completed operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the City.

9.1.4 Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

9.1.5 *Intentionally omitted.*

9.1.6 "XCU" (Explosion, Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

9.1.7 Broad Form Property Damage Coverage, Products & Completed Operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.

9.1.8 Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

9.1.9 Certificate of Insurance - The City shall be furnished proof of coverage of Insurance as follows:

9.1.9.1 Certificate of Insurance form will be furnished to the City. These shall be completed and signed by an authorized Resident Agent. This Certificate shall be dated and show: the name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date. Such Certificates of Insurance shall be updated within five (5) business days of the expiration of or material change to any insurance evidenced on the Certificate of Insurance.

9.1.9.2 Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverages required in this Section.

9.1.9.3 City of Kissimmee, a municipal corporation of the State of Florida, is to be named as an Additional Insured under all policies except for Worker's Comp.

9.1.9.4 The insurance evidenced by the certificate shall be primary and non-contributory to any other insurance of the certificate holder.

9.1.9.5 The Notice to Proceed will not be given until the Construction Manager has obtained all the insurance and Bonds required by the Contract Documents and such insurance has been approved by the City.

9.1.10 The Construction Manager shall not be required to provide Builder's Risk or Architects' and Engineers' Professional Liability Insurance unless specifically requested by the City. The City has Builder's Risk coverage and will provide the Construction Manager with appropriate Certificate of Insurance upon request. The City's Builder's Risk policy does not insure the Construction Manager's tools, machinery or equipment that is stored at the Project site. The Construction Manager should provide insurance in the form of an equipment floater for the Construction Manager's tools and equipment and the City should be named as an additional insured on the Construction Manager's policy with an appropriate waiver of subrogation as to any claims the Construction Manager or the Construction Manager's insurer may have against the City arising from the storage of the Construction Manager's tools and equipment. The Construction Manager shall be responsible for the first $5,000 of any claim against the City's Builder's Risk policy

unless such claim is not due to the fault of the Construction Manager or those under its responsibility.

9.1.11 The Construction Manager shall not allow a subcontractor to work on the Project without the subcontractor carrying its own Workers Compensation and Liability insurance or the Construction Manager covering the subcontractor under its policies. This requirement is the same for each succeeding sub-tier contractor. The Construction Manager shall provide proof of such coverage to the City upon the City's request.

9.2 Waiver of Subrogation:

9.2.1 The Construction Manager shall ensure all insurance policies it maintains in fulfillment of its obligations under this Agreement shall contain a waiver of subrogation against the City, its officials, employees, agents and consultants. Waiver of subrogation will apply to the general liability and workers compensation policies. The City, a municipal corporation of the State of Florida, shall be named as an additional insured with respect to liability arising from all Services and work performed under this Agreement for automotive and general liability policies of insurance, and such policies should so state in the Certificate of Insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

9.2.2 The Construction Manager hereby waives all rights against the City for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors. Any loss covered by insurance shall not be subrogated to Construction Manager or its subcontractors and their sub-subcontractors.

9.3 Indemnification of City

Construction Manager, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to City) protect and hold the City, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, to the extent caused by (i) the failure of Construction Manager to comply with applicable laws, rules or regulations, (ii) the breach by Construction Manager of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Construction Manager's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Construction Manager, its professional associates, subcontractors, agents, and employees; provided, however, that Construction Manager shall not be obligated to defend or indemnify the City with respect to any such claims or damages arising out of the City's negligence. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the City, its agents, officials, and employees including alleged injury to the business or any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include, without limitation, the costs incurred by the City, its agents, officials and employees in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees, costs and expenses incurred by reason of the assertion of any such claim

against the City, its agents, officials or employees. The Construction Manager expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Construction Manager, shall in no way limit the Construction Manager's responsibility to release, indemnify, keep and save harmless and defend the City as herein provided. The intention of the parties is to apply and construe broadly in favor of the City the foregoing provisions subject to the limitations, if any, set forth in the Florida Statutes. The obligations imposed by this Section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10

TERMINATION OF THE AGREEMENT AND THE CITY'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

10.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the City's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the City, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

10.2 City's Right to Perform Construction Manager's Obligations and Termination by City for Cause:

10.2.1 If the Construction Manager fails to perform any of his obligations under this Agreement, including any obligation he assumes to perform work with his own forces, the City may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the City of making good such deficiencies and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.

10.2.2 The City may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient if: the Construction Manager is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or

otherwise is guilty of a breach of a material provision of the Agreement. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished, nor shall he be relieved from his obligations assumed under Article 6. Reasonable terminal expenses incurred by the City may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

10.2.3 The City may terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, purchased by the Construction Manager for incorporation into or use on the Project, and may finish the project by whatever method he may deem expedient, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to allow access to the City. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall he be relieved from his obligations assumed under Article 7. Reasonable termination expenses incurred by the City may be deducted from any payments left owing the Construction Manager (excluding moneys owed to the Construction Manager for subcontract work).

10.3 Termination by City Without Cause:

10.3.1 The City may, at any time, terminate this Agreement for the City's convenience and without cause.

10.3.2 Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

10.3.2.1 Cease operations as directed by the City in the notice;

10.3.2.2 Take actions necessary, or that the City may direct, for the protection and preservation of the Work; and

10.3.2.3 Terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for Work directed to be performed prior to the effective date of termination stated in the notice.

10.4 In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable fee, as defined in Article 6, overhead and profit on the Work performed.

ARTICLE 11

ASSIGNMENT AND GOVERNING LAW

11.1 Neither the City nor the Construction Manager shall assign his interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

11.2 This Agreement shall be governed by the Laws of the State of Florida. Venue shall be as specified in Section 13.2.3. The parties waive all rights to trial by jury.

ARTICLE 12

NOTICE OF CLAIM: WAIVER OF REMEDIES

12.1 The City's liability to the Construction Manager for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the City of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions, subject to Section 13.4 herein:

12.1.1 All claims must be submitted as a Request for Change Order in the manner as provided herein;

12.1.2 The Construction Manager must submit a Notice of Claim to City within 20 days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and

12.1.3 Within 10 days of submitting its Notice of Claim, the Construction Manager shall submit to the City its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected. The Construction Manager agrees that the City shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the City is prejudiced by the failure of the Construction Manager to give notice. In the event a Claim is not resolved to Contractor's satisfaction, Contractor may initiate the Contract's dispute resolution procedures.

12.2 After receipt of a Request for Change Order, the City, in consultation with the Engineer, shall deliver to the Construction Manager its written determination of the claim.

12.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 6, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the City or the Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 12.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus 5% for profit. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in such work, and eliminate any other remedies for claim, for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 13

MISCELLANEOUS

13.1 Harmony:

The Construction Manager is advised and hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and his Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

The Construction Manager further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

13.2 Dispute Resolution:

13.2.1 All claims, disputes and other matters in question (hereinafter referred to as a "Controversy") between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

13.2.2 Should either the City or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement between said parties, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

13.2.3 Any litigation between the City and Construction Manager (which term for the purposes of this subparagraph shall include the Construction Manager's surety), whether arising out of any claim as described in Article 12, or Controversy arising out of this Agreement or any breach thereof, shall be brought, maintained, and pursued only in the State of Florida's Ninth Judicial Circuit in and for Osceola County, Florida or in the United State District Court, Middle District of Florida in Orange County, Florida. Construction Manager consents and submits to the jurisdiction of such courts and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

13.3 Construction Manager's Project Records and City's Auditing Rights

The Construction Manager's Project Records shall be maintained as prescribed hereinabove for the minimum period required by State and Federal Law, and shall be made available to the City or his authorized representative at mutually convenient times.

Construction Manager shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of 3 years from the date of termination of this Agreement or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Manager shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. City, and any duly authorized agents or representatives of City, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by City. Further, City, and any duly authorized agents or representatives of the City, including, without limitation, the Department of Inspector General of the Clerk of the Circuit Court and City Comptroller, shall have the right to audit, inspect and copy all of Construction Manager's and any subcontractor's Project records and documentation as often as they deem necessary and Construction Manager shall cooperate in any audit, inspection, or copying of the documents.

If at any time, the City, or its duly authorized agents or representatives, conducts such an audit of Construction Manager's records and documentation and finds that Construction Manager overcharged City, Construction Manager shall pay to City the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest

thereon (such interest to be established at the rate of 4% annum). If the Audit Amount is equal to or greater than $10,000.00, which is defined as the total aggregate of City's reasonable audit costs incurred as a result of its audit of Construction Manager, and the Overcharged Amount exceeds 1.0% of the final Contract Amount (adjusted to include any previously deducted City Direct Purchase amounts), City may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Manager with regard to the Project or under any other agreement between Construction Manager and City. If such amounts owed Construction Manager are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to City within 30 business days of its receipt of City's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

This Article, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Agreement.

13.4 **LIMITATION OF LIABILITY**

IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONSTRUCTION MANAGER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

With respect to the Owner's claims for breach of contract, negligence or other act or omission of Contractor (other than failure to achieve Substantial Completion of the Work by the Contract Time and/or the applicable Milestone dates established in this Agreement, which are addressed by the liquidated damage provisions of this Agreement), the Owner agrees that the Owner's ability to recover damages related to lost revenue or profit arising from the inability to use or occupy the Work and/or for lost profit, loss of use, increased financing costs, damage to business or reputation or loss of management or employee productivity shall be limited to the amount of such damages as are covered by any insurance covering the Work, the Contractor or its Subcontractors, or the acts or omissions of the Contractor and/or its Subcontractors in connection with the Project (not including any self-insured retention or deductible comprising or applicable to such coverage). However, Contractor acknowledges and agrees: (a) that the foregoing limitation does not apply to Contractor's liability for costs to repair defects or deficiencies in the Work performed by Contractor or to repair or replace other property that is physically damaged as a result of defects or deficiencies in the Work; (b) that the foregoing limitation shall not apply to claims asserted by third parties with respect to whom Contractor owes an obligation of indemnity pursuant to this Agreement or applicable law (even if such third party claim seeks damages of the type for which the Owner has limited recovery as set forth above); and (c) that the foregoing limitation is not intended to prevent, and shall not preclude, Owner's recovery of liquidated damages to the extent allowed by this Agreement.

13.5 Cleanup and Protections

Construction Manager agrees to keep the Project Site clean at all times of debris, rubbish and waste materials arising out of the Work. If Construction Manager fails to keep the Project Site clean, City has the right, after providing a 24 hour written notice, to perform any required clean up and to backcharge the Construction Manager for the costs of such clean up. At the completion of the Work, Construction Manager shall remove all debris, rubbish and waste materials from and about the Project Site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project Site clean and ready for occupancy by City.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in

the Contract Documents to be removed or altered, shall be protected by Construction Manager from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Construction Manager to condition at least equal to that existing at the time of Construction Manager's commencement of the Work.

13.6 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Construction Manager's performance of the Services pursuant to this Agreement shall become the property of the City after payment is made to the Construction Manager for such instruments or documents.

13.7 No Contingent Fees

The Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.8 Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as an extension of liability beyond the statutory limitations of liability set forth in section 768.28 Florida Statutes. Except for the enforcement of the express provisions of this Agreement, which may only be enforced by the expressly identified parties to the Agreement, the City of Kissimmee shall have an maintain all rights, privileges, and immunities of sovereign immunity, including, but not limited to those at common law, and those rights and limitations of liability set out in section 768.28 Florida Statutes."

13.9 Public Entity Crimes

The Construction Manager understands and acknowledges that this Agreement will be voidable by the City in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Construction Manager.

13.10 Non-Discrimination

The Construction Manager warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

13.11 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. No modification, amendment or alteration in the terms or conditions contained herein, unless otherwise stated herein, shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the City.

13.12 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Construction Manager (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Construction Manager is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Construction Manager shall not pledge the City's credit or make the City a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Construction Manager shall have no right to speak for or bind the City in any manner.

13.13 Public Records Law

(a) The Construction Manager acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to (i) release public records to members of the public upon request; and (ii) comply in the handling of the materials created under this Agreement; and further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Construction Manager will not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) To the extent applicable, the Construction Manager acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
(4) meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the Construction Manager upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

13.14 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Construction Manager shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Construction Manager.

13.15 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 13.15. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For City:

City of Kissimmee Public Works Director
101 Church Street
Kissimmee, Florida, 34741
Attention: Public Works Director

For Construction Manager:

CORE Construction Services of Florida, LLC
110 Hillcrest St.
Orlando, FL 32801
Attention: Brent Elliott, Vice President

13.16 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

13.17 Annual Appropriations

Construction Manager acknowledges that during any fiscal year the City shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the City may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The City may enter into agreements whose duration exceeds one year;

however, any such agreement shall be executory only for the value of the services to be rendered which the City agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the City's performance and obligation to pay the Construction Manager under this Agreement is contingent upon annual appropriations being made for that purpose.

13.18 Unauthorized Alien(s)

The Construction Manager shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the City's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the City, the Construction Manager shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

13.19 Construction Manager Representations - The Construction Manager hereby represents and warrants the following to the City:

13.19.1 Construction Manager is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida;

13.19.2 Construction Manager's performance under this Agreement will not violate or breach any contract or agreement to which the Construction Manager is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation;

13.19.3 Construction Manager has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms;

13.19.4 Construction Manager now has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner;

13.19.5 Construction Manager has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement;

13.19.6 Construction Manager has the personnel and experience necessary to perform all Services in a professional and workmanlike manner;

13.19.7 Construction Manager shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances;

13.19.8 Construction Manager shall, at no additional cost to the City, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement;

13.19.9 Each individual executing this Agreement on behalf of the Construction Manager is authorized to do so.

13.20 Waiver

A waiver by either City or Construction Manager of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

ARTICLE 14
DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

14.1 Direct Materials Acquisition by City - Supply Bonds:

14.1.1 Each Subcontractor shall include Florida State Tax and other applicable Sales Taxes for all material, supplies and equipment included in the Subcontractor's bid.

14.1.2 The City may, if not prohibited by Law, exercise a right to purchase directly various construction materials, supplies and equipment that may be part of the Subcontract. Any materials purchased by the City shall be referred to as "City Purchased Materials" and the responsibilities of both the City and the Construction Manager relating to such City Purchased Materials shall be governed by the terms and conditions of the "Sales Tax Exempt Purchasing Procedures for Public Projects", which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.

14.1.3 The City will issue its own Purchase Orders directly to the vendor. The City's Purchase Order shall contain or be accompanied by the City's Certificate of Entitlement and must include the City's name, address, and exemption number. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager, for prices negotiated by the Construction Manager or Subcontractor. The Construction Manager will provide all the necessary information for preparation of the purchase orders by the City and will coordinate the purchase of the materials in a timely manner so as not to negatively impact on the performance of the construction activity of the project.

14.1.4 The Subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the City shall not relieve the Subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the Subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning, and the management of all applicable warranties.

14.1.5 Notwithstanding the transfer of City Purchased Materials by the City to the Subcontractor's possession, the City shall retain title to any and all City Purchased Materials.

14.1.6 The Contractor shall maintain products liability insurance, which shall include City Purchased Materials, as required for the normal practice of general

contracting.

14.1.7 The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the City and the Construction Manager. The premium cost for this supply bond shall be included in the sub-contractor's cost. Verifying that a designated material supplier can furnish a supply bond (if required) will be the responsibility of the Subcontractor. City reserves the right to waive the requirement of providing a supply bond at the discretion of City.

14.1.8 If the State of Florida assesses any Sales Tax penalties and/or interest against the Construction Manager or any of its Subcontractors or Material Suppliers relating to the direct acquisition of materials and/or equipment by City as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by City to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

14.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

14.2.1 The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The City, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

14.2.2 Any equipment, materials or supplies directly purchased by the City that are included in the Subcontractor's contract shall be referred to as City Purchased Materials and the responsibilities of both the City/Public Entity and the Subcontractor relating to such City Purchased Materials shall be governed by the terms and conditions of these procedures.

14.2.3 Material suppliers shall be selected by the Subcontractor awarded the subcontract.

14.2.4 The Subcontractor has included the price for all construction materials plus applicable taxes in their bid. City purchasing of construction materials, if selected, will be administered on a deductive Change Order basis, the Subcontract amount shall be reduced by the net undiscounted amount of these Purchase Orders, plus all sales tax.

14.2.5 The Subcontractor shall provide the Construction Manager a list of all intended suppliers, vendors, and material men for consideration as City Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values and the Project schedule. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.

14.2.6 Upon request from Construction Manager, and in a timely manner, the Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the City and the Construction Manager, to specifically identify the materials, which City has, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:

A. the name, address, telephone number and contact person for the material supplier
B. manufacturer or brand, model or specification number of the item
C. quantity needed as estimated by Subcontractor
D. the price quoted by the supplier for the materials identified therein, including freight
E. any sales tax associated with such quote
F. delivery dates as established by Subcontractor

14.2.7 Subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors; i.e., warranties, retainage, etc. The Purchase Order Requisition Forms are to be submitted to the City's designated representative no less than seven (7) days prior to the need for ordering such City Purchased Materials, in order to provide sufficient time for City review and approval and to assure that such Directly Purchased Materials may be directly purchased by City and delivered to the Project site without any delay to the Project.

14.2.8 After receipt of the Purchase Order Requisition Form, the City's Representative shall prepare Purchase Orders for equipment, materials or supplies which the City chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The City's Procurement Director or their designated representative shall be the approving authority for the City on Purchase Orders in conjunction with City Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the City Purchased Materials on the delivery date provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The City's Purchase Orders shall contain or be accompanied by the City's Certificate of Entitlement and must include the City's name, address, and exemption number.

14.2.9 In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the City, through the Construction Manager, one or more deductive Change Orders, referencing the full value of all City-Purchased materials to be provided by each supplier from whom the City elected to purchase material directly, plus all sales tax savings associated with such materials in the Subcontractor's bid to the Construction Manager.

14.2.10 All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.

14.2.11 Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by the City in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the City due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally

required by the Subcontractor for the particular materials furnished. The Subcontractor shall provide all services required for the unloading, handling and storage of materials through installation. The Subcontractor agrees to indemnify and hold harmless the City from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor.

14.2.12 As City Purchased Materials are delivered to the jobsite, the Subcontractor and the Construction Manager, as City's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Subcontractor shall assure that each delivery of City Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the City or Construction Manager may require. The Construction Manager, as City's Representative, shall verify in writing to the City the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the City through the Construction Manager for payment. The invoice shall be thereupon furnished to the City for processing and payment in the manner as all other City invoices are processed. The City shall have the right to assign City personnel to verify and audit the accuracy of all City Purchased Material documents.

14.2.13 The Subcontractor shall ensure that City Purchased Materials conform to the Specifications and determine, prior to incorporation into the Work, if such materials are patently defective, whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Subcontractor discovers defective or nonconformities in the City Purchased Material upon such visual inspection, the Subcontractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the Vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the City, through the Construction Manager, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporates City Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Subcontractor shall be responsible for all damages to the City resulting from the Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective, or nonconforming, the Subcontractor shall promptly take action to remedy the defect or nonconformance so as not to delay the work.

14.2.14 The Subcontractor shall maintain records of all City Purchased Materials it incorporates into the Work from the stock of City Purchased Materials in its possession. The Subcontractor shall account monthly to the City, through the Construction Manager, for any City Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials, which have been incorporated into the Work.

14.2.15 The Subcontractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.

14.2.16 Notwithstanding the transfer of City Purchased Materials by the City to the Subcontractor's possession, the City shall retain title to any and all City Purchased Materials.

14.2.17 The transfer of possession of City-Purchased Materials from the City to the Subcontractor shall constitute a bailment for mutual benefit of the City and the Subcontractor. The City shall be considered the bailor and the Subcontractor the bailee of the City Purchased Materials. City Purchased Materials shall be considered returned to the City for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. The Bailee shall have the duty to safeguard, store and protect all City Purchased Materials.

14.2.18 The City shall purchase and maintain insurance pursuant to the requirements set forth in the City and Construction Manager Agreement which shall be sufficient to protect against any loss of or damage to City Purchased equipment, materials or supplies. Such insurance shall cover the full value of any City Purchased Materials not yet incorporated into the Project from the time the City first takes title.

14.2.19 The City shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, City Purchased Materials.

14.2.20 On a monthly basis, the Subcontractor shall be required to review invoices submitted by all suppliers of City Purchased Materials delivered to the Project site during that month and either concur or object to the City's issuance of payment to the suppliers, based upon the Subcontractor's records of materials delivered to the site and any defects in such materials.

14.2.21 In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the City, through the Construction Manager, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the City. Upon receipt and verification of the appropriate documentation, the City shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Subcontractor agrees to assist the City to immediately obtain partial or final release of lien waivers as appropriate.

14.2.22 At the end of the Project, any refund for surplus materials returned to suppliers, plus applicable sales tax savings amount, shall be credited with an additive Change Order to the Subcontractor's agreement with the Construction Manager. Salvage materials shall be the property of the City and stored or removed from the site by the Subcontractor at the City's direction.

ARTICLE 15

INCORPORATION OF EXHIBITS

15.1 The following Exhibits, attached hereto, are hereby fully incorporated herein by this specific reference as if fully set forth in the body of this Agreement:

Exhibit "A"	**-**	**RFP2024-008 and Construction Manager's Proposal**
Exhibit "B"	**-**	**Pre-Construction Services Addendum**
Exhibit "C"	**-**	**GMP Addendum**
Exhibit "D"	**-**	**Certificate of Substantial Completion**
Exhibit "E"	**-**	**Release and Affidavit**
Exhibit "F"	**-**	**Application for Payment Form**
Exhibit "G"	**-**	**Final Payment Request Checklist / Certificate of Final Completion**
Exhibit "H"	**-**	**Change Order**
Exhibit "I"	**-**	**Allowance Authorization Release**
Exhibit "J"	**-**	**Schedule of Reimbursables**
Exhibit "K"	**-**	**Hourly Rate Schedule**
Exhibit "L"	**-**	**Affidavit Certification Immigration Laws**
Exhibit "M"	**-**	**Public Construction Bond**
Exhibit "N"	**-**	**Buy-Out Allowance Authorization Release**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF KISSIMMEE, a municipal corporation of the State of Florida

ATTEST:

By: Tameara Crespo
Tameara Crespo
City Clerk

By: _____
Jackie Espinosa, Mayor
City of Kissimmee Commission

Date Signed by Mayor: April 15, 2025

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Olga Sanchez de Fuentes April 15, 2025
Olga Sanchez de Fuentes Date
City Attorney

ATTEST:

By: _____
Printed Name: Elizabeth Haughton-Braun

CORE Construction Services of Florida, LLC, a Florida limited liability company

By: _____
Printed Name: Brent R. Elliott
Title: Vice President

EXHIBIT "A"

RFP2024-008 and Construction Manager's Proposal

Kissimmee Mill Run Fire Department

EXHIBIT "B"

PRE-CONSTRUCTION SERVICES ADDENDUM

Kissimmee Mill Run Fire Department

I. Construction Team Representatives

City .....City of Kissimmee

- James Walls - Fire Chief
- Austin Blake - Deputy City Manager
- Robert T. Masiku - Public Works & Engineering Assistant Director

Architect/Engineer .....The Lunz Group

- Craig Fennig - Managing Director
- Matt Lukens - Lead Architectural Designer

Construction Manager.....Construction

- Cody Kiess - President
- Brent Elliott - Vice President
- Eric Melbostad - Operations
- Grant Curtan - Preconstruction

II. Pre-Construction Phase Services

1. GMP Proposal Estimate

III. Omitted Services as previously included in Article 2 of the Agreement

1. 2.1.4.1 – Estimate at completion of Schematic Design
2. 2.1.4.2 Estimate at the completion of 100% design development plans

IV. Revised Services as previously included in Article 2 of the Agreement

Not applicable

V. Construction Manager's Staff Positions to be assigned to the Pre-Construction/Design Phases

Position	Name	Duration in Months	Percentage of Time Assigned
Preconstruction Director	Grant Curtan	3	15%
Preconstruction Manager	Thomas Keay	3	50%
Operations Director	Eric Melbostad	3	20%
General Superintendent	Randy Barnhill	3	40%

110 Hillcrest St
Orlando, FL 32801

T 407-519-1390

March 31, 2025

Robert Masiku,
City of Kissimmee
Public Works & Engineering
Email: robert.masiku@kissimmee.gov

Re: CM at Risk Services - Preconstruction Phase Proposal
Mill Run Fire Station

Dear Mr. Masiku,

CORE is pleased to submit our proposal for preconstruction services for the Mill Run Fire Station project. Our service fee is broken down as follows:

Deliverables		
Mill Run FS	$	38,118.00
01 - GMP	$	38,118.00
Grand Total - Preconstruction Phase Services	$	38,118.00

This following services are provided:

+ Site Logistics Planning
+ Construction Schedule Development
+ General Conditions & General Requirements Study
+ Constructability Review
+ Bid Advertising
+ Material Procurement Strategy
+ Permitting
+ GMP Development
+ VE Analysis

Please feel free to contact us with any questions or comments. Thank you again for the opportunity to serve City of Kissimmee on this project.

Sincerely,

CORE

Thomas Keay
PreConstruction Manager

EXHIBIT "C"

GMP ADDENDUM
to
Agreement between City of Kissimmee and Construction Manager At Risk

Kissimmee Mill Run Fire Department

Pursuant to the Master Services Agreement (the "Agreement") dated _____ between City of Kissimmee City Commission, a municipal corporation of the State of Florida (the "City") and _____ (the "Construction Manager"), with respect to the Project, as identified and described in the Pre-Construction Addendum, the City and the Construction Manager hereby establish a Guaranteed Maximum Price (GMP), Contract Time for the Work and amend the Agreement as set forth below.

1. The Construction Manager's (GMP) for the Work as defined in Section 6.1.3 and the Construction Manager's Fee as defined in Section 6.1.2, for the Construction Phase Services is _____.

2. This price is for the performance of the Work in accordance with the Schedules listed below and attached to this Addendum as follows:

Schedule 1 Construction Manager's Personnel.
Schedule 2 Contract Drawings & Specifications.
Schedule 3 GMP Bid Breakdown.
Schedule 4 Clarifications, Assumptions, Exclusions and Allowances.

3. Pursuant to Section 1.3.12 of the Agreement, the City's Construction Budget is estimated at $_____ including all Construction Manager fees, costs of the work, the City's Allowances and the Construction Manager's contingencies within the GMP as defined in Articles 2, 3 and 6 of the Agreement.

4. Pursuant to Section 1.3.12 of the Agreement, the City's funds budgeted for the development of the Project including the construction budget and all professional service fees and equipment necessary to develop the project, excluding land costs is $_Amount to be inserted by City_____.

5. Pursuant to Article 2, Section 2.5, the Project critical dates are as follow:

A. Construction Phase Commencement Date	Date stated in the Notice To Proceed
B. Project Substantial Completion Date	Enter # of Days from Construction Phase Commencement Date
C. Project Final Completion Date	30 Calendar Days after Substantial Completion

6. In the event the Construction Manager does not achieve Substantial Completion within the Contract Time, including approved extensions, the Construction Manager shall pay the City, as liquidated damages and not as a penalty, the sum of _____ per day for each calendar day the actual time of performance exceeds the authorized Contract Time.

7. The Construction Manager shall not be due any additional Construction Phase Fee on increases in the GMP that do not exceed a cumulative total of _____. Should the GMP be increased by more than _____ under the terms of Article 7 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be 5% percent of that portion of the accumulative increases in the GMP that exceed the GMP by more than _____.

8. The Construction Manager's Fee for overhead, profit and general expenses of any kind, except as may be expressly

included in Article 9, for services provided during and related to the construction phase, shall be _____% of the GMP value and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials (see Article 8.1.3), as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less.

9. Pursuant to Section 6.1.3.2.2, the cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of _____% of the final Contract Amount and Construction Manager bonds will be cost at a fixed rate of _____%. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Manager overhead and profit fee on this item.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives, as of the effective date.

CITY OF KISSIMMEE, a municipal corporation of the State of Florida

ATTEST:

By: Tameara Crespo
Tameara Crespo
City Clerk

By: _____
Jackie Espinosa, Mayor
City of Kissimmee Commission

Date Signed by Mayor: April 15, 2025

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Olga Sanchez de Fuentes

Olga Sanchez de Fuentes
City Attorney

Date April 15, 2025

ATTEST:

By: _____

Printed Name: _____

XXXXX, a Florida corporation

By: _____

Printed Name: _____

Title: _____

SCHEDULE 1 to the GMP ADDENDUM

Kissimmee Mill Run Fire Department

Construction Manager's Personnel
During Construction Phase

(TO BE COMPLETED AT GMP)

Name	Title	Duration (Months)	Percentage
Off-Site Staff			
On-Site Staff			

SCHEDULE 2 to the GMP ADDENDUM

Kissimmee Mill Run Fire Department
Contract Drawings & Specifications

SCHEDULE 3 to the GMP ADDENDUM

Kissimmee Mill Run Fire Department

GMP Bid Breakdown

SCHEDULE 4 to the GMP ADDENDUM

Kissimmee Mill Run Fire Department
Clarifications, Assumptions, Exclusions and Allowances

EXHIBIT "D"

Kissimmee Mill Run Fire Department

Certificate of Substantial Completion

Standard AIA Document G704 to be used

EXHIBIT "E"

Kissimmee Mill Run Fire Department
RELEASE AND AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Osceola County

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Construction Manager") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims of lien and/or claims of nonpayment against the City of Kissimmee City Commission, a body corporate existing under the laws of the State of Florida ("City") for the performance of the Agreement between Construction Manager and City, dated _____, 20__, for the period from _____ to _____.

(2) Construction Manager certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which City might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Construction Manager agrees to indemnify, defend, and save harmless City from all demands or suits, actions, claims of liens or other charges filed or asserted against City arising out of the performance by Construction Manager of the Work covered by this Release and Affidavit.

(4) Construction Manager certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Construction Manager from City and has not withheld any such amounts. In the event Construction Manager withholds any unpaid amounts due to its subcontractors and/or materialmen from the payment it receives from City with respect to the Application for Payment referenced in Paragraph 5 below, Construction Manager agrees to immediately refund all such unpaid amounts to City.

(5) This Release and Affidavit is given in connection with Construction Manager's [monthly/final] Application for Payment No. _____.

Construction Manager:

By: _____

Title:_____

_____

_____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/She is personally know to me or has produced a _____ (state) driver's license no. _____ as identification.

My Commission Expires:

_____

Notary Public / signature

(AFFIX NOTARY SEAL)

_____

Printed Name

_____

Title or Rank

_____

Serial Number, if any

EXHIBIT "F"

Kissimmee Mill Run Fire Department
Application for Payment

Form shall be AIA Document G702 Application and Certificate for Payment

EXHIBIT "G"

Kissimmee Mill Run Fire Department
Final Payment Request Check List /
Certificate of Final Completion

Items to be submitted with Construction Manager's Request for Final Payment

___ 1. Pay Request (1 copy with original signatures and original seals, noted as FINAL)

___ 2. Final Schedule of Contract Values

___ 3. Consent of Surety to make Final Payment (signed and sealed)

___ 4. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety)

___ 5. Affidavit of Contract Completion (**Exhibit "E"**)

___ 6. Satisfactory Conclusion or Release of Lien from all Subcontractors or laborers who have filed Intent to Lien or have indicated non-payment from the Contractor

___ 7. Construction Manager's Guarantee of Construction for one (1) year from the date of Substantial Completion

___ 8. Copy of the approval by the Architect/Engineer and the transmittal to the City of Manuals, Shop Drawings, As-Builts (one electronic media and two sets of prints), brochures, warranties, and list of Subcontractors with telephone numbers and addresses

___ 9. Verification that City's personnel have been trained in the operation of their new equipment, attendance lists and videos

___ 10. Other special Warranties are required by Specifications in the name of the City

EXHIBIT "G"

*Kissimmee Mill Run Fire Department*CERTIFICATE OF FINAL COMPLETION

Project: _____ City's Project No.: _____

Contract No.:_____ Contract Date:_____

Notice to Proceed Date: _____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the City, Construction Manager and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on _____. This Certificate of Final Completion applies to all Work under the Contract Documents.

All punch list items have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Construction Manager retains responsibility and obligation to the City for warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Construction Manager: _____

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional:_____
(Authorized Signature)

By: _____
(Typed Name & Title)

Date: _____

City: _____
(Division Director)

Date: _____

EXHIBIT "H"

CHANGE ORDER

CHANGE ORDER

City _____
Engineer _____
Contractor _____

PROJECT: Kissimmee Mill Run Fire Department

CHANGE ORDER NO:

CITY OF KISSIMMEE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

INITIATION DATE:

TO CONTRACTOR:

PROJECT NO: RFP2024-008

ABC Construction
123 N South Drive
Tampa, FL 12345

CONTRACT DATE:

The contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price) was..... $
Net Change by previously authorized Change Orders.....$
The (Contract Sum) (Guaranteed Maximum Price) prior to this change order was.....$
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of.....$
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be..... $
The Contract Time will be (increased) (decreased) (unchanged) by ( ) days
The date of Substantial Completion as of date of this Change Order therefore is: SUBSTANTIAL COMPLETION DATE HERE

ARCHITECT/ENGINEER	CONTRACTOR	Kissimmee City Commission CITY
ADDRESS	ADDRESS	101 Church Street ADDRESS
		Kissimmee, Florida, 34741
By_____	By_____	By_____ Mayor / Commissioner
		Or _____ City Manager or Designee
Date_____	Date_____	Date_____

To the CONTRACTOR: Your acceptance of this Change Order shall constitute a modification to our agreement and will be performed subject to all of the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

EXHIBIT "I"

ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT: Kissimmee Mill Run Fire Department AAR NO:

CITY OF KISSIMMEE,
A MUNICIPAL CORPORATION OF
THE STATE OF FLORIDA

CONTRACT NO:

INITIATION DATE:

CONSTRUCTION MANAGER: ABC Construction, 123 N South Drive, Tampa, FL 12345

ARCHITECT/ENGINEER: The Lunz Group / KPM Franklin

DESCRIPTION OF ALLOWANCE WORK:

Reason for change:

***Not valid until signed by the City, Architect/Engineer and Construction Manager.**

Amount of Allowance Authorization included in this Contract is _____ $
Amount of Allowance Authorization used to date _____ $
Amount of Allowance Authorization used this AAR _____ $
Balance of remaining AAR _____ $

Original Contract Time _____ days
Amount of the Allowance Authorization time included in this Contract is _____ days
Amount of the Allowance Authorization time used to date _____ days
Amount of the Allowance Authorization time used this AAR _____ days
Balance of remaining Allowance Authorization Time is _____ days
Date of Substantial Completion therefore is _____

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONSTRUCTION MANAGER: _____

Date: _____

ARCHITECT/ ENGINEER: _____

Date: _____

CITY: _____
City Manager or Designee

Date: _____

EXHIBIT "J"

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

	Single Side	Double Sided
A. Regular Copying		
8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet
8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 14 (color)	$ 0.30/page	$ 0.40/sheet
11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet
11 x 17 (color)	$ 0.40/page	$ 0.50/sheet
9 ½ x 24 Single Side Only	$ 1.00/page	
17 x 22 Single Side Only	$ 2.00/page	
18 x 24 Single Side Only	$ 2.00/page	
24 x 36 Single Side Only	$ 3.00/page	
30 x 30 Single Side Only	$ 5.00/page	
32 x 34 Single Side Only	$ 5.00/page	
Other sizes-per square inch	$ 0.03/page	
Compact Digital Disk	$ 6.00/disk	
B. Blueprint Copy	$10.00/page	

2. Subcontractor Services — Actual Costs

3. Special Consultants — Actual costs

4. Telecommunications
   - A. Local — Non-reimbursable
   - B. Non-Local — Actual Costs

5. Computer Services — Non-reimbursable

6. Travel Expenses — In accordance with Chapter 112.061, F.S.; and further defined in the City of Kissimmee Employee Handbook

7. Postage, Fed Express, UPS — Actual Costs

8. Pre-approved Equipment (includes purchase and rental of equipment used in project) — Actual Costs

EXHIBIT "K"

Kissimmee Mill Run Fire Department
HOURLY RATE SCHEDULE

EXHIBIT "L"
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: **RFP2024-008** PROJECT NAME: **Kissimmee Mill Run Fire Department**

CITY OF KISSIMMEE WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

CITY OF KISSIMMEE MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY CITY OF KISSIMMEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: City of Kissimm

Signature	Mayor Title	April 15, 2025 Date

STATE OF: FLORIDA
COUNTY OF: OSCEOLA

The foregoing instrument was signed and acknowledged before me this 15th day of April, 2025,

by Mayor, Jackie Espinosa who has produced (Print or Type Name) Personally known to me.

_____ as identification.
(Type of Identification and Number)

Tameara Crespo
Notary Public Signature

TAMEARA CRESPO
Notary Public - State of Florida
Commission # HH 210760
My Comm. Expires Jan 18, 2026
Bonded through National Notary Assn.

Tameara Crespo
Printed Name of Notary Public

#HH210760
Notary Commission Number/Expiration

EXHIBIT "M"

PUBLIC CONSTRUCTION BOND
FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

_____

_____

OWNER NAME: City of Kissimmee, a municipal corporation of the State of Florida

OWNER ADDRESS: 101 Church Street

Kissimmee, FL 34741

OWNER PHONE NO: (407) xxx-xxxx

OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: $ _____

CONTRACT NUMBER: _____

GENERAL DESCRIPTION OF PROJECT: _____

_____

_____

_____

_____

PROJECT LOCATION: _____

_____

_____

PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound unto City of Kissimmee, a municipal corporation of the State of Florida, as Obligee in the sum of _____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract executed between Principal and City for construction of _____ _____, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and

3. Pays City all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that City sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Reference is hereby made to Section 255.05 Florida Statutes, and to the notice and time limitation provisions thereof:

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20 __.

ATTEST:

_____
Witness

_____
Witness

PRINCIPAL:

BY:_____(SEAL)
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

ATTEST:

_____
Witness

_____
Witness

SURETY:
Printed Name

BY:_____(SEAL)
Attorney in Fact

Printed Name

Business Address

EXHIBIT "N"

BUY-OUT ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT: Kissimmee Mill Run Fire Department AAR NO:

CITY OF KISSIMMEE,
A MUNICIPAL CORPORATION OF
THE STATE OF FLORIDA

CONTRACT NO: RFP2024-008

INITIATION DATE:

CONSTRUCTION MANAGER: ABC CONSTRUCTION, 123 N South Drive, Tampa, FL 12345

ARCHITECT/ENGINEER: Reynolds, Smith & Hills/RS&H, Inc.

DESCRIPTION OF ALLOWANCE WORK:

Total: $

***Not valid until signed by the City, Architect/Engineer and Construction Manager.**

Amount of Buy-out Allowance $
Amount of Buy-out Allowance Authorization used to date $
Amount of Buy-out Allowance this AAR $
Balance of remaining Buy-out Allowance $

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONSTRUCTION MANAGER: _____
Date: _____

ARCHITECT/ ENGINEER: _____
Date: _____

CITY: _____
City Manager or Designee

Date: _____

110 Hillcrest Street
Orlando, FL 32801

T 407.519.1390

August 7, 2025

Ivan Lespier, MBA, EM
Senior Construction Project Manager
Public Works and Engineering
City of Kissimmee
101 Church Street, Suite 301
Kissimmee, FL 34741

Dear Ivan,

Please find the enclosed 100% GMP Estimate for the City of Kissimmee Mill Run Fire Station, with a total value of $10,611,211.

Our team has thoroughly reviewed and leveled all subcontractor proposals, which have informed the attached estimate. In addition, we have prepared and included a detailed construction schedule and a comprehensive site logistics plan.

We will continue to focus on value engineering, aiming to present quality cost-saving options for the team's consideration. To date, we've identified over $600,000 in potential savings, not included in the GMP total above. These efforts are ongoing, with particular attention to landscaping, apparatus bay doors, cabinetry, and the site development package.

This GMP is based on a 15-month construction schedule from mobilization through substantial completion.

Please don't hesitate to reach out with any questions or feedback.

Respectfully,



Judd Foelker
PreConstruction Manager

City of Kissimmee Mill Run Fire Station

Guaranteed Maximum Price

August 5, 2025

110 Hillcrest St
Orlando, FL 32801
T 407.519.1390

www.coreconstruction.com

TABLE OF CONTENTS

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2 GENERAL CONDITIONS

3 GENERAL REQUIREMENTS

4 BID TABULATION

5 CLARIFICATIONS AND QUALIFICATIONS

6 ENUMERATION OF DOCUMENTS

7 PROJECT SCHEDULE & SITE LOGISTICS PLAN

8 VALUE MANAGEMENT

1

SUMMARY ESTIMATE

City of Kissimmee Mill Run Fire Station
Guaranteed Maximum Price
August 5, 2025

Kissimmee Mill Run Fire Station No. 5

GMP [Summary Estimate]

August 5, 2025

Description	Estimate Total
1 - COST OF WORK	**7,780,454**
1B-SITE DEVELOPMENT	**1,095,259**
31-2000 SITE DEVELOPMENT PACKAGE	1,048,811
50-2000 MATERIALS TESTING	22,688
50-3000 SURVEYING	23,760
1C-LANDSCAPING & SITE AMENITIES	**273,719**
32-7100 FENCES & GATES	157,095
32-8000 LANDSCAPING / IRRIGATION	116,624
1D-BUILDING STRUCTURE	**1,090,691**
03-3000 CONCRETE	457,500
04-2000 UNIT MASONRY	315,595
05-1200 STRUCTURAL STEEL	317,596
1F-BUILDING ENVELOPE	**617,197**
07-1000 WATERPROOFING	28,000
07-2600 FIRESTOPPING	29,045
07-3000 ROOFING	340,937
09-1900 STUCCO & BRICK VENEER	219,215
1G-DOORS & WINDOWS	**891,500**
08-2000 DOORS, FRAMES & HW	169,060
08-3050 APPARATUS BAY DOORS	490,250
08-8400 ALUMINUM STOREFRONTS & WINDOWS	232,190
1H-FINISHES	**700,124**
06-4050 CABINETS & COUNTERTOPS	149,840
09-2000 METAL FRAMING & DRYWALL	252,359
09-5100 ACOUSTICAL CEILINGS	27,141
09-6000 FLOORING & TILE	79,821
09-8000 SPECIAL COATINGS	109,500
09-9000 PAINTING	73,440
09-9990 FINAL CLEANING	8,023
1I-SPECIALTIES	**155,414**
10-0010 GENERAL SPECIALTIES	47,763
10-3070 SIGNAGE	6,566
10-3120 LOCKERS	46,850
10-3350 ALUMINUM CANOPIES	54,235
1J-EQUIPMENT & FURNISHINGS	**137,457**
11-0210 APPLIANCES	87,758
11-8215 COMMERCIAL LAUNDRY EQUIPMENT	44,285
12-5020 WINDOW TREATMENTS	5,414
1L-MEP SYSTEMS	**2,769,093**
21-1000 FIRE SPRINKLER SYSTEM	79,500
22-1000 PLUMBING	650,025
23-8000 HVAC	999,150
26-1000 ELECTRICAL	1,040,418
1M - ALLOWANCES	**50,000**
MARKET CONDITIONS ALLOWANCE	50,000
2 - GC'S, CONTINGENCY, INSURANCE & FEE	**2,830,757**
2A - GENERAL CONDITIONS	**1,437,823**
01-1000 GENERAL CONDITIONS	1,147,429
01-1001 GENERAL REQUIREMENTS	290,394
2B - BONDS & INSURANCE	**422,195**
85-2100 PAYMENT & PERFORMANCE BONDS	132,640
85-2200 GL/UMBRELLA	148,557
85-2360 SUB DEFAULT INSURANCE	140,998
2C - CONTINGENCY	**276,548**
90-1000 CONSTRUCTION CONTINGENCY (3.00%)	276,548
2D - CM FEE	**694,191**
CM FEE (7.00%)	694,191
Grand Total	**10,611,211**

2

GENERAL CONDITIONS

Kissimmee Mill Run Fire Station #5

GMP Estimate [General Conditions]

August 5, 2025

Description	% Allocated	Qty	Unit	Unit Rate	Total
01 - PROJECT OVERSIGHT					**96,134.92**
PROJECT DIRECTOR	20.00%	521	HOURS	184.52	**96,134.92**
02 - PROJECT MANAGEMENT					**532,465.92**
PROJECT ENGINEER 1	100.00%	2,604	HOURS	83.45	**217,303.80**
PROJECT MANAGER	100.00%	2,604	HOURS	121.03	**315,162.12**
03 - FIELD SUPERVISION					**422,301.08**
ASSISTANT SUPER 1	15.00%	391	HOURS	104.12	**40,710.92**
SENIOR SUPER 1	100.00%	2,604	HOURS	146.54	**381,590.16**
04 - ADMIN					**66,367.00**
ACCOUNTANT	10.00%	260	HOURS	87.50	**22,750.00**
PROJECT COORDINATOR	25.00%	651	HOURS	67.00	**43,617.00**
05 - MISC					**30,160.00**
SAFETY	10.00%	260	HOURS	116.00	**30,160.00**
General Conditions Total					**1,147,428.92**

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GENERAL REQUIREMENTS

Kissimmee Mill Run Fire Station #5

GMP Estimate [General Requirements]

August 5, 2025

Description	Qty	Unit	Unit Rate	Total
01 - MANAGEMENT SERVICES				**103,713.54**
GAS / TOLLS	6,380	HOURS	1.10	**7,018.00**
IT & SOFTWARE	9,895	HOURS	5.50	**54,422.50**
MOBILE PHONES	8,984	HOURS	1.00	**8,984.00**
VEHICLE EXPENSES	6,380	HOURS	5.22	**33,289.04**
02 - FIELD OFFICE				**50,175.00**
FIELD OFFICE - [1 SINGLE-WIDE]	15	MONTHS	3,000.00	**45,000.00**
FIELD OFFICE FURNISHINGS	1	LS	1,050.00	**1,050.00**
FIELD OFFICE INTERNET SERVICE	15	MONTHS	125.00	**1,875.00**
FIELD OFFICE SHIPPING/MAIL	15	MONTHS	50.00	**750.00**
FIELD OFFICE SUPPLIES	15	MONTHS	100.00	**1,500.00**
03 - JOBSITE CONTROLS & SAFETY				**46,335.00**
DRINKING WATER	15	MONTHS	125.00	**1,875.00**
JOB DEMOBILIZATION	1	LS	2,000.00	**2,000.00**
JOB MOBILIZATION	1	LS	3,000.00	**3,000.00**
JOB SIGNAGE	1	LS	8,500.00	**8,500.00**
SAFETY SUPPLIES & EQUIPMENT	15	MONTHS	400.00	**6,000.00**
TEMPORARY FENCE	1,920	LF	13.00	**24,960.00**
04 - SANITARY FACILITIES & CLEAN-UP				**32,125.00**
DUMPSTERS	35	EA	575.00	**20,125.00**
TEMPORARY TOILETS / HANDWASH STATIONS [S	15	MONTHS	800.00	**12,000.00**
05 - EQUIPMENT				**6,000.00**
HAND TOOL PURCHASES	15	MONTHS	300.00	**4,500.00**
SMALL EQUIPMENT RENTAL	2	MONTHS	750.00	**1,500.00**
06 - MISCELLANEOUS				**1,000.00**
PROJECT MEETINGS	1	LS	500.00	**500.00**
PROMOTION/MARKETING	1	LS	500.00	**500.00**
07 - PUNCH-OUT				**1,456.02**
PUNCH LIST - MATERIAL	16,178	SF	0.07	**1,132.46**
WINDOW REPAIR	16,178	SF	0.02	**323.56**
08 - PROJECT DOCUMENTATION				**49,590.00**
AS BUILT DRAWINGS	1	LS	500.00	**500.00**
BLUEPRINTS	8	LS	500.00	**4,000.00**
DRONE DEPLOY	1	LS	2,100.00	**2,100.00**
PROCORE	1	LS	10,500.00	**10,500.00**
SMART PM	15	MONTHS	130.00	**1,950.00**
TEXTURA PAYMENT MANAGEMENT FEE [$10M-$2	1	0	4,290.00	**4,290.00**
WARRANTY MANAGEMENT	1	LS	26,250.00	**26,250.00**
General Requirements Total				**290,394.56**

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BID TABULATION

City of Kissimmee Mill Run Fire Station
Guaranteed Maximum Price
August 5, 2025

BID LEVELLING RESULTS

PROJECT	Kissimmee Mill Run Fire Station No. 5
CM	CORE
DATE	August 5, 2025
A/E	Lunz Group

DIV NO.	DIVISION DESCRIPTION	LEVELLED BID VALUE	CM SELECT	BID REVIEW MEETING NOTES
03	CONCRETE			
	Don Kings Concrete, Inc	$ 457,500	X	TERMITE TREATMENT, SITE CONCRETE, FLOOR PROTECTION IN APPARATUS BAY
	Hommes Masonry Inc	$ 516,250		SITE CONCRETE, FLOOR PROTECTION, SIDEWALKS,
	BNG Construction	$ 543,961		SITE CONCRETE, FLOOR PROTECTION, SIDEWALKS, HOUSEKEEPING PADS
	VMG Construction	$ 592,249		
04	UNIT MASONRY			
	Hommes Masonry Inc	$ 315,595	X	MOCK-UP PANEL, TEXTURA
	Ron Kendall Masonry Inc	$ 324,691		MOCK-UP PANEL, TEXTURA
	Stonewall Masonry	$ 625,300		MOCK-UP PANEL
05	STRUCTURAL STEEL			
	East Coast Metal Structures	$ 317,596	X	ADDED MISC METALS, COMPOSITE CLEANING
	Capital Steel	$ 320,073		ADDED MISC METALS
	Skyline Steel Inc	$ 328,435		ADDED MISC METALS
	Industrial Steel LLC	$ 415,500		ADDED MISC METALS, COMPOSITE CLEANING
	Steel Fabricators LLC	$ 452,967		ADDED MISC METALS, COMPOSITE CLEANING
06	CABINETS & COUNTERTOPS			
	D & R Cabinetry and Millwork	$ 149,840	X	SOLID SURFACE SILLS AND TOPS, POST INSTALLATION PROTECTION
	Jensen Interiors	$ 190,550		
07	WATERPROOFING			
	Central Florida Waterproofing	$ 28,000	X	DEDUCT FOR EXTERIOR CMU COATING, ADD WATERPROOFING ON RAMP WALLS
	Above All Caulking & Waterproofing	$ 28,850		
	Percopo Coatings Company	$ 31,600		DEDUCT FOR EXTERIOR CMU COATING
	Dennaoui Inc	$ 35,040		DEDUCT FOR EXTERIOR CMU COATING
07	FIRESTOPPING			
	Architectural Coatings Inc	$ 29,045	X	ADD FOR HARDLID MEP PENS, COMPOSITE CLEANING, MEP COORDINATION
	Florida Firestop Systems LLC	$ 52,148		ADD FOR MEP PENS
	Fire Stop Systems LLC	$ 100,035		

DIV NO.	DIVISION DESCRIPTION	LEVELLED BID VALUE	CM SELECT	BID REVIEW MEETING NOTES
07	ROOFING			
	Collis Roofing Inc	$ 340,937	X	COMPOSITE CLEANING, DUMPSTERS, TEXTURA,MEP PENS, MOCK-UP, ROOF WALK PADS
	Hamilton Roofing LLC	$ 371,350		COMPOSITE CLEANING, DUMPSTERS, MOCK-UP, ROOF WALK PADS
	Sutter Roofing Company of Florida	$ 378,915		DUMPSTERS, MEP PENS, ROOF WALK PADS
	P & A Roofing and Sheet Metal	$ 379,000		ROOF WALK PADS
	Atlas-Apex Roofing LLC	$ 416,500		MEP PENS,ROOF WALK PADS
	Atlantic Roofing II of Vero Beach	$ 423,557		DUMPSTERS, ROOF WALK PADS
08	DOORS, FRAMES & HARDWARE			
	Premium Door and Hardware	$ 23,225		LABOR ONLY
	C&S Supply LLC	$ 169,060	X	INSTALL, DOOR PROTECTION, SALES TAX
	Genesis Door & Hardware Inc	$ 171,830		INSTALL, DOOR PROTECTION
	Allied Door & Hardware Company	$ 171,906		DOOR P[ROTECTION, ACCESS PANELS
	DH Pace Company Inc	$ 177,371		DOOR PROTECTION
	Taylor-Cotton-Ridley Inc	$ 209,925		DOOR PROTECTION
08	APPARATUS BAY DOORS			
	American Roll Up Door Company	$ 490,250	X	ELECTRICAL COORDINATION
	DH Pace Company Inc	$ 513,783		ELECTRICAL COORDINATION
	Coast to Coast Garage Door	$ 596,087		
08	ALUMINUM STOREFRONTS & WINDOWS			
	Lotti Services & Construction	$ 138,500		INCOMPLETE, EXCLUDED WINDOWS
	Architectural Glass Services	$ 232,190	X	WATER TESTING, MOCK UP, TEXTURA
09	STUCCO & BRICK VENEER			
	3MG Roofing	$ 219,215	X	COMPOSITE CLEAN, WINDOW/DOOR WATERPROOFING, MOCK UP
	C & S Exterior	$ 224,863		
	Central Florida Construction	$ 251,161		
	Lion TB Construction Company	$ 272,215		
09	METAL FRAMING & DRYWALL			
	SJS Drywall & Texture	$ 252,359	X	FRP AT PANTRIES & INSULATION
	Kenpat of Central Florida LLC	$ 280,454		FRP AT PANTRIES
	ADP Construction LLC	$ 314,308		FRP AT PANTRIES
	Sky Builders USA LLC	$ 418,550		FRP AT PANTRIES
	H3FOUR General Contractors	$ 575,000		FRP AT PANTRIES
09	ACOUSTICAL CEILINGS			
	Acousti Engineering Company	$ 27,141	X	
	H3FOUR General Contractors	$ 30,328		QUANTITY ADJUSTMENT
	SJS Drywall & Texture	$ 37,320		
	ADP Construction LLC	$ 56,637		
09	FLOORING & TILE			
	AJ Flooring	$ 79,821	X	ADDED INSURANCE AND FLOOR PROTECTION
	Jensen Interiors	$ 87,312		
	H4FOUR General Contractors	NO BID		MARKED AS 'TBD' ON PROPOSAL

DIV NO.	DIVISION DESCRIPTION	LEVELLED BID VALUE	CM SELECT	BID REVIEW MEETING NOTES
09	SPECIAL COATINGS			
	Scaife Enterprises	$ 84,999		NOT PER SPEC, VE OPTION
	Phoenix Concrete Coatings	$ 85,731		NOT PER SPEC, ADD FOR MEZZANINE SPACE
	Stonhard	$ 109,500	X	SOLE PRODUCT SPECIFIED
09	PAINTING			
	Dunkman Paint and Wall Coverings	$ 44,999		INCOMPLETE BID, FLAGGED PREQUALIFICATION
	SJS Drywall and Texture	$ 73,440	X	FIRE SUPPRESION PAINTING REQ.
	Percopo Coatings Company Inc	$ 77,050		FIRE SUPPRESION PAINTING REQ.
	Intex Coatings	$ 86,350		FIRE SUPPRESION PAINTING REQ.
	H3FOUR General Contractors	$ 94,440		FIRE SUPPRESION PAINTING REQ.
09	FINAL CLEANING			
	Kleen Sweep	$ 8,023	X	ADD FOR ADTNL ROUGH CLEAN
	Daisy Fresh Commercial Cleaning	$ 10,650		ADD FOR ADTNL ROUGH CLEAN
	Custom Building Cleaning	$ 17,800		ADD FOR ADTNL ROUGH CLEAN
10	GENERAL SPECIALTIES			
	White Sign Company LLC	$ 9,843		FLAG POLE ONLY
	Mardale Specialties Direct Inc	$ 40,179		SEVERAL MISSING SCOPE ITEM PLUGS, INCOMPLETE
	McLeod General Trades LLC	$ 47,763	X	ADD FLAG POLE
	DDTEN LLC	$ 88,488		ADD MISSING SPECIALTIES
10	SIGNAGE			
	Environmental Graphics	$ 6,566	X	
	Lauretano Sign Group	$ 10,088		
	Creative Sign Designs	$ 12,102		
	Vital Signs of Orlando	$ 12,369		
	White Sign Company LLC	$ 13,827		
10	LOCKERS			
	Elite Storage Products LLC	$ 35,000		NOT PER SPEC (VE OPTION)
	Southern Storage Systems Inc	$ 46,850	X	
	Storagecraft	$ 52,000		
10	ALUMINUM CANOPIES			
	Awning Fac	$ 17,081		NOT PER SPEC (VE OPTION)
	Sundance Architectural Products	$ 48,132		NOT PER SPEC, REMOVED ADD ALT FROM PRICE, ADD FOR SOFFIT,
	Peachtree Protective Covers	$ 54,235	X	BASIS OF DESIGN
	Perfection Architectural Systems	$ 62,373		ADD FOR SOFFIT
	Walt Dittmer & Sons Inc	$ 98,400		PER SPEC
11	APPLIANCES			
	The Boelter Companies Inc / Steiner Atlantic	$ 87,758	X	PLUG STEINER FOR WASHER/DRYER STACKS
11	COMMERCIAL LAUNDRY EQUIPMENT			
	Southeast Laundry Equipment	$ 42,260		NOT BASIS OF DESIGN, UNIMAC PRODUCTS
	Laundry Pro of Florida Inc	$ 44,285	X	
	Steiner Atlantic Corp	$ 49,639		REMOVED WASHER/DRYER
	Commercial Laundry Equipment	$ 72,394		NOT BASIS OF DESIGN, UNIMAC PRODUCTS

DIV NO.	DIVISION DESCRIPTION	LEVELLED BID VALUE	CM SELECT	BID REVIEW MEETING NOTES
12	WINDOW TREATMENTS			
	Rise and Shine Blinds Inc	$ 5,414	X	
	Wild Oak Holding Inc	$ 5,447		
	Vu Window Treatments	$ 8,500		
21	FIRE SPRINKLER SYSTEM			
	Titan Fire Protection Inc	$ 79,500	X	ADDL PRESSURE TEST
	Century Fire Protection LLC	$ 83,100		ADDL PRESSURE TEST
	VSC Fire & Security Inc	$ 85,920		MANPOWER SUPPLEMENT, ADDL PRESSURE TEST
	FE Moran Inc	$ 106,200		ADDL PRESSURE TEST
	Summit Fire & Security LLC	$ 120,130		ADDL PRESSURE TEST
	Southern Fire Protection of Orlando	$ 125,450		
	Ranger Fire Inc	$ 268,368		
22	PLUMBING			
	VMG Mechanical	$ 506,813		MEP COORD, ACCESS PANELS, COMMISSIONING ASSISTANCE, COMPOSITE CLEAN, TEXTURA, FLAGGED PREQUALIFICATION BACKLOG
	Paramount Plumbing Inc	$ 650,025	X	ACCESS PANELS, COMPOSIT CLEANING
	Tharp Plumbing Systems Inc	$ 677,876		ACCESS PANELS, COMPOSIT CLEANING
	API Action Plumbing LLC	$ 927,695		MEP COORD, ACCESS PANELS, COMPOSITE CLEAN
23	HVAC			
	VMG Mechanical	$ 847,561		ACCESS PANELS, COMPOSITE CLEAN, MEP COORD LEAD, COMMISSION ASSIST, F/A COORD, TEXTURA, FLAGGED PREQUALIFICATION BACKLOG
	Comfort Temp Company Inc	$ 999,150	X	
	Armstrong Air & Electric	$ 1,032,100		
	Enery Air Inc	$ 1,476,000		
	CP Custom Air	$ 1,777,000		
26	ELECTRICAL			
	Integrated Fire and Security Solutions	$ 52,895		SECURITY SYSTEM ONLY
	Terrys Electric	$ 1,040,418	X	ADD FOR FIRE ALARM, ADDL CONDUIT FOR APP BAY DOORS, TEXTURA, MEP COOR\D, COMPOSITE CLEAN, GEN FUEL FOR START UP, ACCESS PANELS, FA/HVAC COORDINATION
	Grassland Enterprises	$ 1,226,096		ADDL CONDUIT FOR APP BAY DOORS
31	SITE DEVELOPMENT PACKAGE			
	Whites Site Development Inc	VOID		RESCINDED BID, FLAGGED PREQUALIFICATION
	CCC Site Development	$ 1,048,811	X	UNDERGROUND SOLID WASTE, WHEELSTOPS, CRANE PATH
32	FENCES & GATES			
	West Florida Fence	$ 37,585		MEZZANINE ADD, SITE PRICED AS CHAIN LINK
	All-Rite Fence Services Inc	$ 37,700		MEZZANINE ADD, SITE PRICED AS CHAIN LINK
	Rental N Depot LLC	$ 39,879		MEZZANINE FENCE, FLAGGEDPREQUALIFICATION
	Armstrong Fence Co	$ 157,095	X	OMEGA FENCE, BASIS OF DESIGN

DIV NO.	DIVISION DESCRIPTION	LEVELLED BID VALUE	CM SELECT	BID REVIEW MEETING NOTES
32	LANDSCAPE / IRRIGATION			
	Capital Maintenance & Landscape	$ 116,624	X	IRRIGATION SYSTEM, SOD GUARANTEE
	White Oak Landscape	$ 120,577		IRRIGATION SYSTEM, SOD GUARANTEE
	LSP Nursery Inc	$ 130,500		IRRIGATION SYSTEM
50	MATERIALS TESTING			
	KSM Engineering and Testing	$ 21,682		ADD FOR CMU REINF. AND THIN BRICK INSTALL
	UES Professional Solutions	$ 22,688	X	COMPLETE BID
	ECS Florida LLC	$ 24,310		ADD FOR CMU REINF. AND THIN BRICK INSTALL
	Deitrich Engineering Associates	$ 27,821		ADD FOR CMU REINF. AND THIN BRICK INSTALL
50	SURVEYING			
	American Layout & Land Surveying	$ 23,760	X	
	Leading Edge Land Services	$ 26,360		ADD FOR SITE AS-BUILT
	McGilvaray & Co Surveyors	$ 30,141		
	John B Webb & Associates	$ 43,500		

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CLARIFICATIONS AND QUALIFICATIONS

City of Kissimmee Mill Run Fire Station

Permit Set Estimate [Clarifications & Qualifications]

August 5, 2025

Below is an outline of the assumptions, clarifications & qualifications that were used as the basis of this estimate. This document supersedes any plans, specs or other scope information provided by the Owner or Design Team.

00-0000 GENERAL CLARIFICATIONS
GENERAL NOTES:
IT IS ASSUMED THAT ALL SUBMITTALS WILL BE REVIEWED AND RETURNED BY THE DESIGN TEAM WITHIN 10 WORKING DAYS AFTER SUBMISSION
NO TRAFFIC CONTROL DEVICE IS INCLUDED
THE BASIS ON WHIC MARKUP PERCENTAGES (FEE, INSURANCE, BONDS, ETC.) ARE CALCULATED SHALL BE THE GROSS TOTAL VALUE APPLICABLE, NOT INCLUDING ANY RECUCTIONS FOR OWNER DIRECT PURCHASES.
INCLUDED:
BOUNDARY SURVEY AND BENCHMARK
CONTRACTOR'S STANDARD GENERAL LIABILITY COVERAGE AS A FIXED RATE OF 1.40%
MATERIALS TESTING PER SPECIFICATIONS
PAYMENT & PERFORMANCE BONDS AS A FIXED RATE OF 1.25%
SUBCONTRACTOR DEFAULT INSURANCE AS A FIXED RATE OF 1.75%
NOT INCLUDED - BY OWNER:
BUILDER'S RISK INSURANCE IS NOT INCLUDED, OWNER TO PROVIDE THIS COVERAGE
BUILDING & SYSTEMS COMMISSIONING IF REQUIRED. MEP TRADES WILL COOPERATE
BUILDING PERMIT FEES
DESIGN FEES
IMPACT FEES
TEMP ELECTRIC CONSUMPTION CHARGES
THRESHOLD INSPECTIONS IF REQUIRED
TREE MITIGATION FEES
UTILITY SERVICE PROVIDER METER AND CONNECTION FEES
NOT INCLUDED:
ANY OFF-SITE WORK NOT DELINEATED ON THE PLANS, SPECIFICALLY THE PARK SITE
OWNER CONTROLLED INSURANCE PROGRAM
THIRD PARTY TESTING AND INSPECTIONS INCLUDING BUILDING ENVELOPE, ROOFING/FLASHING, AND MOLD/MILDEW INSPECTIONS
03-3000 CONCRETE
INCLUDED:
VAPOR BARRIER IS PROPOSED AS 15MIL. PER SPEC AS OPPOSED TO 10 MIL NOTED IN PLAN.
06-4050 CABINETS & COUNTERTOPS
INCLUDED:
INCLUDED PLASTIC LAMINATE AND SOLID SURFACE COUNTERTOPS. SOLID SURFACE COUNTERTOPS MEANING ½" ACRYLIC OR POLY RESIN MATERIAL. THERE IS NO STONE INCLUDED IN THIS PROPOSAL.
07-3000 ROOFING
INCLUDED:

Below is an outline of the assumptions, clarifications & qualifications that were used as the basis of this estimate. This document supersedes any plans, specs or other scope information provided by the Owner or Design Team.

TPO ROOFING PROPOSED AS 80 MIL GAF, AND WILL BE INSTALLED TO GAF STANDARDS IN ORDER TO OBTAIN A 30 YEAR NDL WARRANTY (NO SLIP SHEET AS SHOWN IN PLAN).

08-2000 DOORS, FRAMES & HW

INCLUDED:

HARDWARE QUOTED PER HARDWARE SPECIFICATION

HOLLOW METAL DOORS: LEVEL 3 - DESIGNATES A EXTRA HEAVY DUTY COMMERCIAL DOOR OPENING16 GAGE DOORS HOLLOW METAL DOORS QUOTED AS 16GA, A40 MATERIAL, POLYSTYRENE CORE, PRIMED FROM FACTORY.

KEYING WILL BE CONSTRUCTION MASTER KEYED INTERCHANGEABLE CORE, WITH MANUFACTURER'S STANDARD KEYWAY.

WOOD DOORS TO BE PLAIN SLICED RED OAK, PREFINISHED CLEAR FROM FACTORY.

09-1900 STUCCO & BRICK VENEER

INCLUDED:

EMBEDDED STUCCO TRIMS AND FLASHINGS ARE PROPOSED AS PVC, IN OPPOSITION TO METAL TRIMS.

STUCCO APPLICATION IS A SYSTEM CONSISTING 2 COATS OF CEMENTITIOUS WATERPROOFING APPLIED TO THE CMU, AND THE STUCCO DIRECTLY APPLIED TO THE CEMENTITIOUS WATERPROOFING. CEMENTIOUS WATERPROOF PRODUCT IS BASF MASTERSEAL 581.

09-9990 FINAL CLEANING

INCLUDED:

INCLUDED THE COST OF AN ADDITIONAL ROUGH CLEANING - 2 TOTAL

10-0010 GENERAL SPECIALTIES

INCLUDED:

ROBE HOOKS, TOWEL RINGS QUANTITY PRICING TO BE PROVIDED BY SDI. THEY WERE ON THE SPECS, BUT NOT THE PLANS.

10-3350 ALUMINUM CANOPIES

GENERAL NOTES:

BITUMINOUS PAINT SPECIFIED - POWDER PAINT WITH 2 YEAR WARRANTY PROPOSED

INCLUDED:

SIZES OF CANOPIES PROPOSED BY PEACHTREE DO NOT INCLUDE THE SOFFIT MATERIAL. SOFFITS IN THESE CANOPIES ARE EXCLUDED. LIGHT FIXTURE WILL NEED TO BE CHANGED TO AN EQUAL VALUE FIXTURE THAT CAN BE SURFACE MOUNTED, WITH VISIBLE CONDUIT.

22-1000 PLUMBING

NOT INCLUDED - BY OWNER:

UNDERGROUND LP TANK IS NOTED IN PLANS AS BY OTHERS. TO FURTHER CLARIFY, WE HAVE EXCLUDED EXCAVATION, DEWATERING, ANTI-FLOTATION MECHANISMS AND INSTALLATION AS WELL.

23-8000 HVAC

NOT INCLUDED - BY OWNER:

HVAC COMMISSIONING IS BY OWNER, MEP CONTRACTORS WILL COOPERATE PER RESPONSIBILITIES ANNOTATED IN SPEC SECTION 230800.

26-1000 ELECTRICAL

INCLUDED:

COORDINATION OF AND INSTALLATION OF PATHWAY AND BACK BOXES ARE PROVIDED FOR THE LOW VOLTAGE SYSTEMS.

NOT INCLUDED:

Below is an outline of the assumptions, clarifications & qualifications that were used as the basis of this estimate. This document supersedes any plans, specs or other scope information provided by the Owner or Design Team.

NO TRAFFIC CONTROL DEVICE IS INCLUDED
31-2000 SITE DEVELOPMENT PACKAGE
GENERAL NOTES:
ANY PERMIT FEES OVER $3,000 NOT INCLUDED
NO SWPPP PLAN, PERMIT OR FEES INCLUDED
ROW PERMIT NOT INCLUDED
NOT INCLUDED:
THE UNDERGROUND TRASH COLLECTION SYSTEM MATERIAL IS EXCLUDED. WE HAVE INCLUDED COST FOR A CONTRACTOR EXPERIENCED WITH THESE ITEMS TO PERFORM THE INSTALLATION OF OWNER SUPPLIED ITEMS.
32-7100 FENCES & GATES
INCLUDED:
PERIMETER FENCING PRICED AS 70" TALL OMEGA CLASSIC

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ENUMERATION OF DOCUMENTS

PROJECT MANUAL					
Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
Division 01	General Requirements				
003132	Geotechnical Data	30-Apr-25	NONE	19-May-25	NONE
011000	Summary	30-Apr-25	NONE	19-May-25	NONE
012500	Substitution Procedures	30-Apr-25	NONE	19-May-25	NONE
012600	Contract Modification Procedures	30-Apr-25	NONE	19-May-25	NONE
012900	Payment Procedures	30-Apr-25	NONE	19-May-25	NONE
013100	Project Management and Coordination	30-Apr-25	NONE	19-May-25	NONE
013200	Construction Progress Documentation	30-Apr-25	NONE	19-May-25	NONE
013300	Submittal Procedures	30-Apr-25	NONE	19-May-25	NONE
014000	Quality Requirements	30-Apr-25	NONE	19-May-25	NONE
014100	Testing Laboratory Services	30-Apr-25	NONE	19-May-25	NONE
015000	Temporary Facilities and Controls	30-Apr-25	NONE	19-May-25	NONE
016000	Product Requirements	30-Apr-25	NONE	19-May-25	NONE
017300	Execution	30-Apr-25	NONE	19-May-25	NONE
017419	Construction Waste Management and Disposal	30-Apr-25	NONE	19-May-25	NONE
017700	Closeout Procedures	30-Apr-25	NONE	19-May-25	NONE
017823	Operation and Maintenance Data	30-Apr-25	NONE	19-May-25	NONE
017839	Project Record Documents	30-Apr-25	NONE	19-May-25	NONE
017900	Demonstration Training	30-Apr-25	NONE	19-May-25	NONE
Division 02	Existing Conditions/Site				
NONE	NONE	NONE	NONE	NONE	NONE
Division 03	Concrete				
032900	Under-Slab Vapor Barrier/Retarder	30-Apr-25	NONE	19-May-25	NONE
Division 04	Masonry				
042150	Thin Brick Veneer Units	30-Apr-25	NONE	19-May-25	NONE
Division 05	Metals				
NONE	NONE	NONE	NONE	NONE	NONE
Division 06	Wood, Plastics, and Composites				
061053	Miscellaneous Rough Carpentry	30-Apr-25	NONE	19-May-25	NONE
061600	Sheathing	30-Apr-25	NONE	19-May-25	NONE
064023	Interior Architectural Woodwork	30-Apr-25	NONE	19-May-25	NONE
Division 07	Thermal and Moisture Protection				
071113	Bituminous Dampproofing	30-Apr-25	NONE	19-May-25	NONE
072100	Thermal Insulation	30-Apr-25	NONE	17-Jun-25	NONE
072500	Air Barriers	30-Apr-25	NONE	19-May-25	NONE
074213	Metal Soffit Panels	30-Apr-25	NONE	19-May-25	NONE
075423	Thermoplastic Polyolefin (TPO) Roofing	30-Apr-25	NONE	9-Jun-25	NONE
076100	Metal Roofing	30-Apr-25	NONE	19-May-25	NONE
076200	Sheet Metal Flashing and Trim	30-Apr-25	NONE	19-May-25	NONE
077100	Roof Specialties	30-Apr-25	NONE	19-May-25	NONE
078413	Firestopping	30-Apr-25	NONE	19-May-25	NONE
079200	Joint Sealants	30-Apr-25	NONE	19-May-25	NONE
Division 08	Openings				
081113	Hollow Metal Doors and Frames	30-Apr-25	NONE	19-May-25	NONE
081416	Flush Wood Doors	30-Apr-25	NONE	19-May-25	NONE
083116	Access Panels	30-Apr-25	NONE	19-May-25	NONE
083311	Four-Fold Doors	30-Apr-25	NONE	19-May-25	NONE
085210	Aluminum Windows	30-Apr-25	NONE	19-May-25	NONE
087100	Door Hardware	30-Apr-25	NONE	25-Jun-25	NONE
088000	Glazing	30-Apr-25	NONE	19-May-25	NONE
Division 09	Finishes				
092216	Non-Structural Metal Framing	30-Apr-25	NONE	19-May-25	NONE
092400	Cement Plastering	30-Apr-25	NONE	19-May-25	NONE
092900	Gypsum Board	30-Apr-25	NONE	19-May-25	NONE
093000	Tiling	30-Apr-25	NONE	19-May-25	NONE
095110	Acoustical Ceilings	30-Apr-25	NONE	19-May-25	NONE

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
096519	Rubber Tile Sports Flooring	30-Apr-25	NONE	19-May-25	NONE
097700	Special Ceiling and Wall Surfacing	30-Apr-25	NONE	19-May-25	NONE
099113	Exterior Painting	30-Apr-25	NONE	19-May-25	NONE
099123	Interior Painting	30-Apr-25	NONE	19-May-25	NONE
Division 10	Specialties				
101400	Interior Signage	30-Apr-25	NONE	19-May-25	NONE
105200	Fire Extinguishers	30-Apr-25	NONE	19-May-25	NONE
107113	Sun Control devices	30-Apr-25	NONE	19-May-25	NONE
107516	Flagpoles	30-Apr-25	NONE	19-May-25	NONE
108000	Toilet Accessories	30-Apr-25	NONE	19-May-25	NONE
Division 11	Equipment				
113100	Equipment	30-Apr-25	NONE	19-May-25	NONE
Division 12	Furnishings				
122413	Roller Window Shades	30-Apr-25	NONE	19-May-25	NONE
Division 13	Special Construction				
NONE	NONE	NONE	NONE	NONE	NONE
Division 14	Conveying Equipment				
NONE	NONE	NONE	NONE	NONE	NONE
Division 21	Fire Suppression				
210100	General Fire Protection Provisions	30-Apr-25	NONE	19-May-25	NONE
210518	Escutcheons for Fire-Suppression Piping	30-Apr-25	NONE	19-May-25	NONE
210523	General-Duty Valves for Fire Protection Piping	30-Apr-25	NONE	19-May-25	NONE
210529	Hangers and Supports for Fire Suppression Piping and Equipment	30-Apr-25	NONE	19-May-25	NONE
210553	Identification for Fire-Suppression Piping and Equipment	30-Apr-25	NONE	19-May-25	NONE
211313	Wet-Pipe Sprinkler Systems	30-Apr-25	NONE	19-May-25	NONE
Division 22	Plumbing				
220100	General Plumbing Provisions	30-Apr-25	NONE	19-May-25	NONE
220519	Meters and Gages for Plumbing Piping	30-Apr-25	NONE	19-May-25	NONE
220523.12	Ball Valves for Plumbing Piping	30-Apr-25	NONE	19-May-25	NONE
220523.13	Butterfly Valves for Plumbing Piping	30-Apr-25	NONE	19-May-25	NONE
220523.14	Check Valves for Plumbing Piping	30-Apr-25	NONE	19-May-25	NONE
220523.15	Gate Valves for Plumbing Piping	30-Apr-25	NONE	19-May-25	NONE
220529	Hangers and Supports for Plumbing Piping and Equipment	30-Apr-25	NONE	19-May-25	NONE
220553	Identification for Plumbing Piping and Equipment	30-Apr-25	NONE	19-May-25	NONE
220716	Plumbing Equipment Insulation	30-Apr-25	NONE	19-May-25	NONE
220719	Plumbing Piping Insulation	30-Apr-25	NONE	19-May-25	NONE
221113	Facility Water Distribution Piping	30-Apr-25	NONE	19-May-25	NONE
221116	Domestic Water Piping	30-Apr-25	NONE	19-May-25	NONE
221119	Domestic Water Piping Specialties	30-Apr-25	NONE	19-May-25	NONE
221316	Sanitary Waste and Vent Piping	30-Apr-25	NONE	19-May-25	NONE
221319	Sanitary Waste Piping Specialties	30-Apr-25	NONE	19-May-25	NONE
221319.13	Sanitary Drains	30-Apr-25	NONE	19-May-25	NONE
221413	Facility Storm Drainage Piping	30-Apr-25	NONE	19-May-25	NONE
221423	Storm Drainage Piping Specialties	30-Apr-25	NONE	19-May-25	NONE
221513	General-Service Compressed-Air Piping	30-Apr-25	NONE	19-May-25	NONE
221616	Facility Liquefied-Petroleum Gas Piping	30-Apr-25	NONE	19-May-25	NONE
223400	Fuel-Fired, Domestic-Water Heaters	30-Apr-25	NONE	19-May-25	NONE
224213.13	Commercial Water Closets	30-Apr-25	NONE	19-May-25	NONE
224216.13	Commercial Lavatories	30-Apr-25	NONE	19-May-25	NONE
224216.16	Commercial Sinks	30-Apr-25	NONE	19-May-25	NONE
224223	Commercial Showers	30-Apr-25	NONE	19-May-25	NONE
224500	Emergency Plumbing Fixtures	30-Apr-25	NONE	19-May-25	NONE
224716	Pressure Water Coolers	30-Apr-25	NONE	19-May-25	NONE
Division 23	Heating, Ventilating, and Air Conditioning				

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
230100	General Mechanical Provisions	30-Apr-25	NONE	19-May-25	NONE
230500	Basic Mechanical Materials and Methods	30-Apr-25	NONE	19-May-25	NONE
230513	Electric Motors, Premium Efficiency Type	30-Apr-25	NONE	19-May-25	NONE
230515	Instructions and Maintenance Manuals	30-Apr-25	NONE	19-May-25	NONE
230516	Housekeeping Pads, Concrete	30-Apr-25	NONE	19-May-25	NONE
230518	Piping: Condensate Drain	30-Apr-25	NONE	19-May-25	NONE
230529	Hangers and Supports	30-Apr-25	NONE	19-May-25	NONE
230548	Vibration Isolation Equipment	30-Apr-25	NONE	19-May-25	NONE
230553	Identification of Piping Systems and Equipment	30-Apr-25	NONE	19-May-25	NONE
230593	Performance Verification, Preliminary	30-Apr-25	NONE	19-May-25	NONE
230594	Performance Verification, Final	30-Apr-25	NONE	19-May-25	NONE
230700	Insulation, HVAC	30-Apr-25	NONE	19-May-25	NONE
230800	Commissioning of HVAC	30-Apr-25	NONE	19-May-25	NONE
230923	Instrumentation and Controls for HVAC	30-Apr-25	NONE	19-May-25	NONE
232313	Refrigerant Pipe, Valves and Specialties	30-Apr-25	NONE	19-May-25	NONE
233100	Ductwork	30-Apr-25	NONE	19-May-25	NONE
233300	Duct System Accessories	30-Apr-25	NONE	19-May-25	NONE
233425	Fans: In-Line Centrifugal, Light Duty	30-Apr-25	NONE	19-May-25	NONE
233713	Air Distribution Devices	30-Apr-25	NONE	19-May-25	NONE
233725	Louvers	30-Apr-25	NONE	19-May-25	NONE
233813	Hood Assembly: Kitchen Exhaust, Double Wall	30-Apr-25	NONE	19-May-25	NONE
233814	Fans: Kitchen Hood Exhaust Assembly	30-Apr-25	NONE	19-May-25	NONE
234100	Air Filter Assemblies	30-Apr-25	NONE	19-May-25	NONE
237433	Dedicated Outdoor Air Units (DOAS)	30-Apr-25	NONE	19-May-25	NONE
238126	Condensing Units: Air Cooled, Hermetic	30-Apr-25	NONE	19-May-25	NONE
238127	Air Handling Units, Split System	30-Apr-25	NONE	19-May-25	NONE
238128	Variable Refrigerant Flow HVAC Systems	30-Apr-25	NONE	19-May-25	NONE
238131	Ductless Split System Air-Conditioning Units	30-Apr-25	NONE	19-May-25	NONE
Division 25	Integrated Automation				
NONE	NONE	NONE	NONE	NONE	NONE
Division 26	Electrical				
260100	Basic Electrical Requirements	30-Apr-25	NONE	19-May-25	NONE
260519	Low-Voltage Electrical Power Conductors and Cables	30-Apr-25	NONE	19-May-25	NONE
260526	Grounding and Bonding for Electrical Systems	30-Apr-25	NONE	19-May-25	NONE
260529	Hangers and Supports for Electrical Systems	30-Apr-25	NONE	19-May-25	NONE
260533	Raceways and Boxes for Electrical Systems	30-Apr-25	NONE	19-May-25	NONE
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	30-Apr-25	NONE	19-May-25	NONE
260553	Identification for Electrical Systems	30-Apr-25	NONE	19-May-25	NONE
260573	Overcurrent Protective Device Coordination Study	30-Apr-25	NONE	19-May-25	NONE
260816	Demonstration of Completed Electrical Systems	30-Apr-25	NONE	19-May-25	NONE
260923	Lighting Control Devices	30-Apr-25	NONE	19-May-25	NONE
262416	Panelboards	30-Apr-25	NONE	19-May-25	NONE
262726	Wiring Devices	30-Apr-25	NONE	19-May-25	NONE
262813	Fuses	30-Apr-25	NONE	19-May-25	NONE
262816	Enclosed Switches and Circuit Breakers	30-Apr-25	NONE	19-May-25	NONE
263213	Diesel Emergency Engine Generators	30-Apr-25	NONE	19-May-25	NONE
263600	Transfer Switches	30-Apr-25	NONE	19-May-25	NONE
264113	Lightning Protection for Structures	30-Apr-25	NONE	19-May-25	NONE
264313	Surge Protection Devices	30-Apr-25	NONE	19-May-25	NONE
265119	LED Interior Lighting	30-Apr-25	NONE	19-May-25	NONE
265600	Exterior Lighting	30-Apr-25	NONE	19-May-25	NONE
Division 27	Communications				
NONE	NONE	NONE	NONE	NONE	NONE
Division 28	Electronic Safety and Security				
283111	Digital, Addressable Fire-Alarm System and Mass Notification	30-Apr-25	NONE	19-May-25	NONE

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
Division 31	Termite Control				
313116	Termite Control	30-Apr-25	NONE	19-May-25	NONE
Division 32	Utilities				
NONE	NONE	NONE	NONE	NONE	NONE
DRAWINGS					
Specification/ Drawing	**Description**	**Drawing Date**	**Stamp Date**	**CORE Received Date**	**Revision**
GENERAL					
G-000	COVER SHEET	27-Jun-25	NONE	30-Jun-25	Add 1
G-001	DRAWING INDEX	27-Jun-25	NONE	30-Jun-25	Add 1
G-100	CODE DATA	16-May-25	NONE	19-May-25	NONE
G-200	ACCESSIBILITY DETAILS	16-May-25	NONE	19-May-25	NONE
G-300	ACCESSIBILITY DETAILS	16-May-25	NONE	19-May-25	NONE
G-400	GENERAL NOTES	16-May-25	NONE	19-May-25	NONE
G-500	ABBREVIATIONS / SYMBOLS	16-May-25	NONE	19-May-25	NONE
G-601	UL DESIGN ASSEMBLIES	16-May-25	NONE	19-May-25	NONE
G-602	UL DESIGN ASSEMBLIES	16-May-25	NONE	19-May-25	NONE
LS-101	LIFE SAFETY PLAN	16-May-25	NONE	19-May-25	NONE
ARCHITECTURAL					
A-100	ARCHITECTURAL SITE PLAN	16-May-25	NONE	19-May-25	NONE
A-101	OVERALL FLOOR PLAN	16-May-25	NONE	19-May-25	NONE
A-101A	ENLARGED FLOOR PLAN - AREA A	27-Jun-25	NONE	30-Jun-25	Add 1
A-101B	ENLARGED FLOOR PLAN - AREA B	27-Jun-25	NONE	30-Jun-25	Add 1
A-101C	ENLARGED FLOOR PLAN - AREA C	27-Jun-25	NONE	30-Jun-25	Add 1
A-101D	OVERALL DIMENSION PLAN	16-May-25	NONE	19-May-25	NONE
A-102	OVERALL MEZZANINE FLOOR	16-May-25	NONE	19-May-25	NONE
A-105	ROOF PLAN	27-Jun-25	NONE	30-Jun-25	Add 1
A-201	EXTERIOR ELEVATIONS	27-Jun-25	NONE	30-Jun-25	Add 1
A-301	BUILDING SECTIONS	27-Jun-25	NONE	30-Jun-25	Add 1
A-310	WALL SECTION AND DETAILS	27-Jun-25	NONE	30-Jun-25	Add 1
A-311	WALL SECTION AND DETAILS	27-Jun-25	NONE	30-Jun-25	Add 1
A-401	ENLARGED BUNK AREA	27-Jun-25	NONE	30-Jun-25	Add 1
A-402	ENLARGED KITCHEN/ LAUNDRY	27-Jun-25	NONE	30-Jun-25	Add 1
A-404	ENLARGED OFFICER QUARTERS	27-Jun-25	NONE	30-Jun-25	Add 1
A-405	ENLARGED MEZZANINE PLAN	27-Jun-25	NONE	30-Jun-25	Add 1
A-406	ENLARGED RESTROOMS	16-May-25	NONE	19-May-25	NONE
A-501	WALL TYPES	27-Jun-25	NONE	30-Jun-25	Add 1
A-502	SECTION AND PLAN DETAILS	27-Jun-25	NONE	30-Jun-25	Add 1
A-503	ROOF DETAILS	16-May-25	NONE	19-May-25	NONE
A-504	TPO ROOFING DETAILS	16-May-25	NONE	19-May-25	NONE
A-505	TPO ROOFING DETAILS	16-May-25	NONE	19-May-25	NONE
A-601	SCHEDULES, DOOR & WINDOW ELEVATIONS	27-Jun-25	NONE	30-Jun-25	Add 1
A-602	DOOR AND WINDOW DETAILS	27-Jun-25	NONE	30-Jun-25	Add 1
A-701	FLOOR FINISH PLAN	27-Jun-25	NONE	30-Jun-25	Add 1
A-702	ROOM FINISH SCHEDULE	27-Jun-25	NONE	30-Jun-25	Add 1
A-703	CASEWORK DETAILS	27-Jun-25	NONE	30-Jun-25	Add 1
A-801	REFLECTED CEILING PLAN	16-May-25	NONE	19-May-25	NONE
A-801A	ENLARGED REFLECTED CEILING PLAN A	16-May-25	NONE	19-May-25	NONE
A-801B	ENLARGED REFLECTED CEILING PLAN B	16-May-25	NONE	19-May-25	NONE
A-801C	ENLARGED REFLECTED CEILING PLAN C	16-May-25	NONE	19-May-25	NONE
A-802	REFLECTED CEILING PLAN MEZZANINE	16-May-25	NONE	19-May-25	NONE
FIRE PROTECTION					
F-001	GENERAL NOTES - FIRE PROTECTION	16-May-25	NONE	19-May-25	NONE
F-101	OVERALL FLOOR PLAN - FIRE PROTECTION	16-May-25	NONE	19-May-25	NONE
F-102	MEZZANINE FLOOR PLAN - FIRE PROTECTION	16-May-25	NONE	19-May-25	NONE
F-501	DETAILS - FIRE PROTECTION	16-May-25	NONE	19-May-25	NONE
F-502	DETAILS - FIRE PROTECTION	16-May-25	NONE	19-May-25	NONE

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
F-503	DETAILS - FIRE PROTECTION	16-May-25	NONE	19-May-25	NONE
F-601	SCHEDULE - FIRE PROTECTION	16-May-25	NONE	19-May-25	NONE
PLUMBING					
P-001	LEGEND, NOTES, AND ABBREVIATIONS - PLUMBING	16-May-25	NONE	19-May-25	NONE
P-010	SITE PLAN- PLUMBING	16-May-25	NONE	19-May-25	NONE
P-100	OVERALL UNDERGROUND FLOOR PLAN - PLUMBING	16-May-25	NONE	19-May-25	NONE
P-101	OVERALL FLOOR PLAN - PLUMBING	16-May-25	NONE	19-May-25	NONE
P-101A	ENLARGED FLOOR PLAN - AREA A	16-May-25	NONE	19-May-25	NONE
P-101B	ENLARGED FLOOR PLAN - AREA B	16-May-25	NONE	19-May-25	NONE
P-101C	ENLARGED FLOOR PLAN - AREA C	16-May-25	NONE	19-May-25	NONE
P-102	MEZZANINE FLOOR PLAN - PLUMBING	16-May-25	NONE	19-May-25	NONE
P-103	ROOF PLAN - PLUMBING	16-May-25	NONE	19-May-25	NONE
P-201	SANITARY ISOMETRIC B	16-May-25	NONE	19-May-25	NONE
P-202	SANITARY ISOMETRIC C	16-May-25	NONE	19-May-25	NONE
P-203	WATER ISOMETRIC B	16-May-25	NONE	19-May-25	NONE
P-204	WATER ISOMETRIC C	16-May-25	NONE	19-May-25	NONE
P-205	GAS ISOMETRIC	16-May-25	NONE	19-May-25	NONE
P-206	COMPRESSED AIR ISOMETRIC	16-May-25	NONE	19-May-25	NONE
P-501	DETAILS - PLUMBING	16-May-25	NONE	9-Jun-25	NONE
P-601	SCHEDULES - PLUMBING	16-May-25	NONE	9-Jun-25	NONE
MECHANICAL					
M-701	CONTROLS - HVAC	16-May-25	NONE	19-May-25	NONE
M-001	GENERAL NOTES - HVAC	16-May-25	NONE	19-May-25	NONE
M-101	OVERALL FLOOR PLAN - HVAC	16-May-25	NONE	19-May-25	NONE
M-102	MEZZANINE FLOOR PLAN - HVAC	16-May-25	NONE	19-May-25	NONE
M-401	VRF PIPING DIAGRAM - HVAC	16-May-25	NONE	19-May-25	NONE
M-402	VRF PIPING DIAGRAM - HVAC	16-May-25	NONE	19-May-25	NONE
M-403	VRF PIPING DIAGRAM - HVAC	16-May-25	NONE	19-May-25	NONE
M-404	VRF WIRING DIAGRAM - HVAC	16-May-25	NONE	19-May-25	NONE
M-501	DETAILS - HVAC	16-May-25	NONE	19-May-25	NONE
M-502	DETAILS - HVAC	16-May-25	NONE	19-May-25	NONE
M-503	DETAILS - KITCHEN HOOD	16-May-25	NONE	19-May-25	NONE
M-504	DETAILS - KITCHEN HOOD	16-May-25	NONE	19-May-25	NONE
M-601	SCHEDULES - HVAC	16-May-25	NONE	19-May-25	NONE
M-602	SCHEDULES - HVAC	16-May-25	NONE	19-May-25	NONE
ELECTRICAL					
E-001	SYMBOL LEGEND	16-May-25	NONE	19-May-25	NONE
E-002	FIXTURE SCHEDULES - ELECTRICAL	16-May-25	NONE	19-May-25	NONE
E-010	SITE PLAN - ELECTRICAL	27-Jun-25	NONE	30-Jun-25	Add 1
E-101	OVERALL FLOOR PLAN - LIGHTING	16-May-25	NONE	19-May-25	NONE
E-102	MEZZANINE FLOOR PLAN - LIGHTING	16-May-25	NONE	19-May-25	NONE
E-201	OVERALL FLOOR PLAN - POWER	27-Jun-25	NONE	30-Jun-25	Add 1
E-202	MEZZANINE FLOOR PLAN - POWER	16-May-25	NONE	19-May-25	NONE
E-301	OVERALL FLOOR PLAN - FIRE ALARM	16-May-25	NONE	19-May-25	NONE
E-302	MEZZANINE FLOOR PLAN - FIRE ALARM	16-May-25	NONE	19-May-25	NONE
E-401	OVERALL FLOOR PLAN - SYSTEMS	16-May-25	NONE	19-May-25	NONE
E-402	MEZZANINE FLOOR PLAN - SYSTEMS	16-May-25	NONE	19-May-25	NONE
E-403	OVERALL FLOOR PLAN - ALERT SYSTEM	16-May-25	NONE	19-May-25	NONE
E-501	ROOF PLAN - ELECTRICAL	16-May-25	NONE	19-May-25	NONE
E-601	RISER DIAGRAM - POWER	27-Jun-25	NONE	30-Jun-25	Add 1
E-602	RISER DIAGRAM - FIRE ALARM	16-May-25	NONE	19-May-25	NONE
E-701	DETAILS- ELECTRICAL	16-May-25	NONE	19-May-25	NONE
E-702	DETAILS- ELECTRICAL	16-May-25	NONE	19-May-25	NONE
E-703	DETAILS- ELECTRICAL	16-May-25	NONE	19-May-25	NONE
E-704	DETAILS- ELECTRICAL	16-May-25	NONE	19-May-25	NONE
E-705	DETAILS- ELECTRICAL	16-May-25	NONE	19-May-25	NONE

ENUMERATION OF DOCUMENTS

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
E-706	DETAILS- ELECTRICAL	16-May-25	NONE	19-May-25	NONE
E-801	PANEL SCHEDULES - ELECTRICAL	27-Jun-25	NONE	30-Jun-25	Add 1
E-802	PANEL SCHEDULES - ELECTRICAL	16-May-25	NONE	19-May-25	NONE
STRUCTURAL					
S-101	STRUCTURAL SPECIFICATIONS	16-May-25	NONE	19-May-25	NONE
S-102	LOAD & WIND DATA	16-May-25	NONE	19-May-25	NONE
S-201	FOUNDATION AND WALL PLAN	16-May-25	NONE	19-May-25	NONE
S-202	L0W ROOF FRAMING PLAN	16-May-25	NONE	19-May-25	NONE
S-203	HIGH ROOF FRAMING PLAN	16-May-25	NONE	19-May-25	NONE
S-204	SWTICHBACK RAMP PLAN	16-May-25	NONE	19-May-25	NONE
S-301	TYPICAL DETAILS	16-May-25	NONE	19-May-25	NONE
S-302	TYPICAL DETAILS	16-May-25	NONE	19-May-25	NONE
S-303	TYPICAL DETAILS	16-May-25	NONE	19-May-25	NONE
S-304	TYPICAL DETAILS	16-May-25	NONE	19-May-25	NONE
S-401	BUILDING SECTIONS	16-May-25	NONE	19-May-25	NONE
S-402	BUILDING SECTIONS	16-May-25	NONE	19-May-25	NONE
S-403	BUILDING SECTIONS	16-May-25	NONE	19-May-25	NONE
S-404	BUILDING SECTIONS	16-May-25	NONE	19-May-25	NONE
S-405	BUILDING SECTIONS	16-May-25	NONE	19-May-25	NONE
S-406	BUILDING SECTIONS	16-May-25	NONE	19-May-25	NONE
S-407	SWITCHBACK RAMP SECTIONS	16-May-25	NONE	19-May-25	NONE
S-408	SWITCHBACK RAMP SECTIONS	16-May-25	NONE	19-May-25	NONE
CIVIL					
C001	COVER SHEET	16-May-25	NONE	7-Jul-25	3-Jul-25
C002	GENERAL NOTES	16-May-25	NONE	7-Jul-25	3-Jul-25
C003	GENERAL NOTES 2	16-May-25	NONE	7-Jul-25	3-Jul-25
C100	DEMOLITION AND EROSION	16-May-25	NONE	7-Jul-25	3-Jul-25
C101	SITE PLAN	16-May-25	NONE	7-Jul-25	3-Jul-25
C102	CIVIL DETAILS	16-May-25	NONE	7-Jul-25	3-Jul-25
C300	GRADING AND DRAINAGE PLAN	16-May-25	NONE	7-Jul-25	3-Jul-25
C301	DRAINAGE DETAILS	16-May-25	NONE	7-Jul-25	3-Jul-25
C501	UTILITY PLAN	16-May-25	NONE	7-Jul-25	3-Jul-25
C502	UTILITY DETAILS	16-May-25	NONE	7-Jul-25	3-Jul-25
C503	UTILITY DETAILS	16-May-25	NONE	7-Jul-25	3-Jul-25
C601	PLAN AND PROFILE	16-May-25	NONE	7-Jul-25	3-Jul-25
C901	TURNING MOVEMENT PLAN	16-May-25	NONE	7-Jul-25	3-Jul-25
C902	TURNING MOVEMENT PLAN	16-May-25	NONE	7-Jul-25	3-Jul-25
C903	TURNING MOVEMENT PLAN	16-May-25	NONE	7-Jul-25	3-Jul-25
LANDSCAPE					
LS.01	LANDSCAPE PLAN-LS1	16-May-25	NONE	7-Jul-25	3-Jul-25
LS.01	LANDSCAPE PLAN-LS2	16-May-25	NONE	7-Jul-25	3-Jul-25
LS.01	LANDSCAPE PLAN-LS3	16-May-25	NONE	7-Jul-25	3-Jul-25
ADDENDUMS					
Addendums	**Description**	**Date**	**Stamp Date**	**CORE Received Date**	**Revision**
RFI #1	RFI #1	2-Jun-25	NONE	4-Jun-25	NONE
RFI #3	RFI #3	17-Jun-25	NONE	17-Jun-25	NONE
Add 1	Addendum 1	30-Jun-25	NONE	30-Jun-25	NONE
IRRIGATION	IRRIGATION DRAWINGS	NONE	NONE	10-Jul-25	NONE

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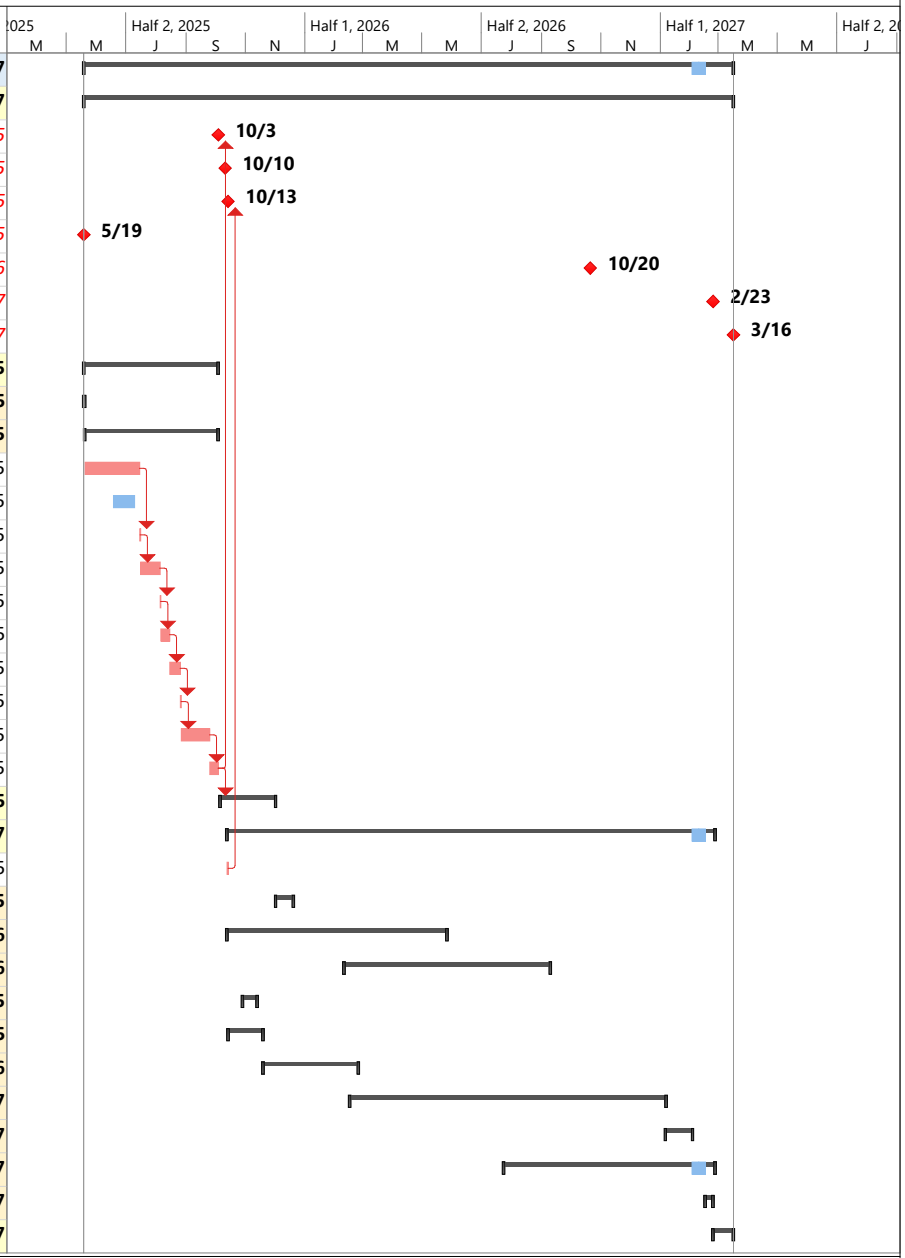
PROJECT SCHEDULE & SITE LOGISTICS PLAN

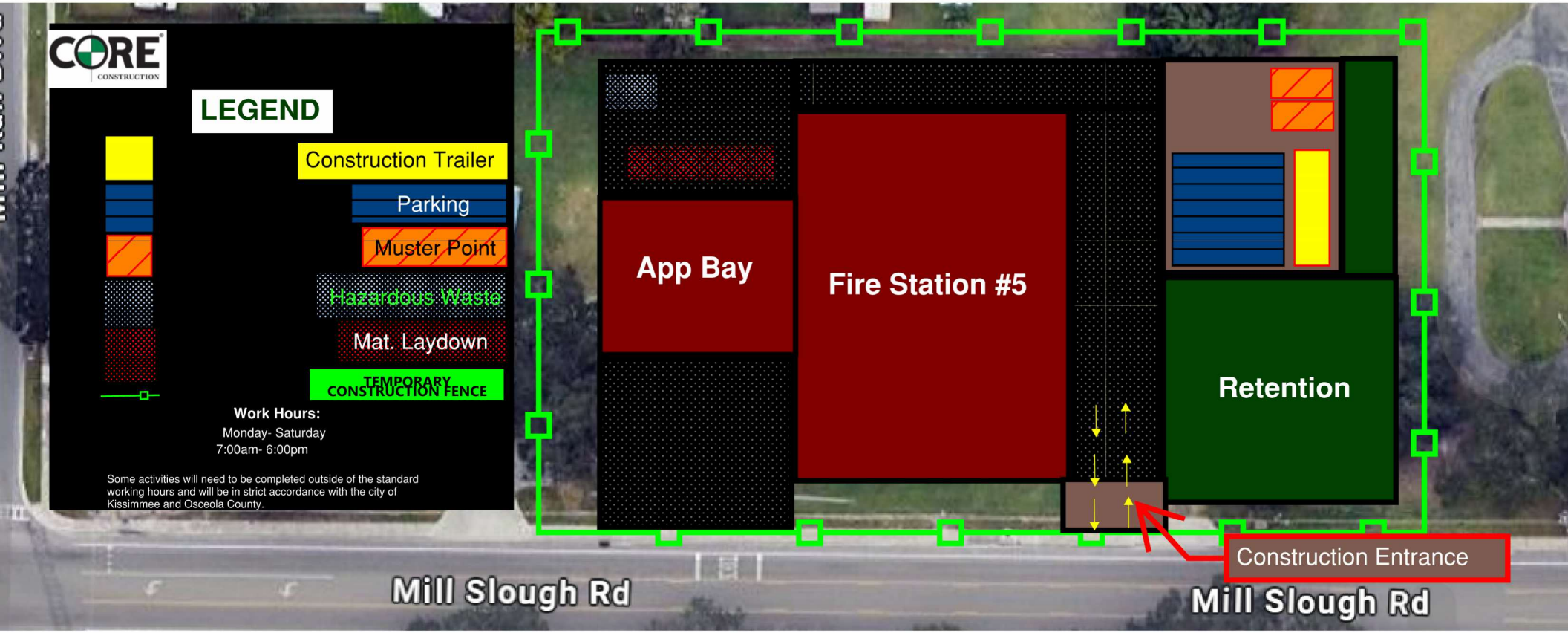
City of Kissimmee Mill Run Fire Station
Guaranteed Maximum Price
August 5, 2025

CORE CONSTRUCTION

Mill Run FS 5 Schedule.

ID	Task Name	Remaining Duration	DO NOT EDIT Start	DO NOT EDIT Finish
1	**KISSIMMEE MILL RUN FS #5 CONSTRUCTION SCHEDUL**	**465 days**	**Mon 5/19/25**	**Tue 3/16/27**
2	**MILESTONES**	**465 days**	**Mon 5/19/25**	**Tue 3/16/27**
3	*Executed GMP*	*0 days*	*Fri 10/3/25*	*Fri 10/3/25*
4	*Procurement NTP*	*0 days*	*Fri 10/10/25*	*Fri 10/10/25*
5	*Construction NTP*	*0 days*	*Mon 10/13/25*	*Mon 10/13/25*
6	*SOG Poured*	*0 days*	*Mon 5/19/25*	*Mon 5/19/25*
7	*Dried In*	*0 days*	*Tue 10/20/26*	*Tue 10/20/26*
8	*Projected Substantial Completion*	*0 days*	*Tue 2/23/27*	*Tue 2/23/27*
9	*Contractual Final Completion*	*0 days*	*Tue 3/16/27*	*Tue 3/16/27*
10	**DESIGN / PRECON / PERMITTING PHASE**	**97 days**	**Mon 5/19/25**	**Fri 10/3/25**
11	**Design**	**1 day**	**Mon 5/19/25**	**Mon 5/19/25**
13	**GMP Development and Submission**	**96 days**	**Tue 5/20/25**	**Fri 10/3/25**
14	Subcontactor Outreach and Advertisement	38 days	Tue 5/20/25	Mon 7/14/25
15	Issue Attach As to Bidders	15 days	Wed 6/18/25	Wed 7/9/25
16	Bids Due, Bid Opening	1 day	Tue 7/15/25	Tue 7/15/25
17	GMP Review and Submission	14 days	Wed 7/16/25	Mon 8/4/25
18	Issue GMP	1 day	Tue 8/5/25	Tue 8/5/25
19	Client GMP Review	7 days	Wed 8/6/25	Thu 8/14/25
20	Review and Submit Final GMP	7 days	Fri 8/15/25	Mon 8/25/25
21	Issue Final GMP	1 day	Tue 8/26/25	Tue 8/26/25
22	Board Review Period	20 days	Wed 8/27/25	Wed 9/24/25
23	Board Approval	7 days	Thu 9/25/25	Fri 10/3/25
24	**EARLY PROCUREMENT**	**40 days**	**Mon 10/6/25**	**Mon 12/1/25**
46	**CONSTRUCTION**	**350 days**	**Mon 10/13/25**	**Thu 2/25/27**
47	Construction NTP	1 day	Mon 10/13/25	Mon 10/13/25
48	**SUBMITTALS**	**14 days**	**Tue 12/2/25**	**Fri 12/19/25**
66	**MATERIAL PROCUREMENT**	**158 days**	**Mon 10/13/25**	**Tue 5/26/26**
99	**Permanent Power**	**150 days**	**Tue 2/10/26**	**Wed 9/9/26**
107	**MOBILIZATION**	**11 days**	**Wed 10/29/25**	**Wed 11/12/25**
112	**ROUGHT SITE & MOBILIZATION**	**26 days**	**Tue 10/14/25**	**Tue 11/18/25**
119	**FOUNDATION**	**67 days**	**Wed 11/19/25**	**Tue 2/24/26**
140	**STRUCTURE / ENVELOPE**	**227 days**	**Mon 2/16/26**	**Wed 1/6/27**
171	**MEP EQUIPMENT**	**20 days**	**Wed 1/6/27**	**Tue 2/2/27**
173	**INTERIOR FINISHES**	**150 days**	**Thu 7/23/26**	**Thu 2/25/27**
222	**INSPECTIONS / SUBSTANTIAL / FINAL COMPLETIC**	**6 days**	**Tue 2/16/27**	**Tue 2/23/27**
226	**FINAL COMPLETION**	**15 days**	**Wed 2/24/27**	**Tue 3/16/27**




CORE
CONSTRUCTION
LEGEND
Construction Trailer
Parking
Muster Point
Hazardous Waste
Mat. Laydown
TEMPORARY CONSTRUCTION FENCE
Work Hours:
Monday- Saturday
7:00am- 6:00pm
Some activities will need to be completed outside of the standard working hours and will be in strict accordance with the city of Kissimmee and Osceola County.
App Bay
Fire Station #5
Retention
Construction Entrance
Mill Slough Rd
Mill Slough Rd

8

VALUE MANAGEMENT

Kissimmee Mill Run FS - VE Log

	ALTERNATE DESCRIPTION	ALTERNATE AMOUNT	STATUS	ACCEPTED	PENDING	REJECTED	NOTES	BIC
10	1 - VALUE ENGINEERING ALTERNATES	-$967,280		$0	-$642,280	$0		
11	ARCHITECTURAL - ACOUSTICS	$0		$0	$0	$0		
15	ARCHITECTURAL - EQUIPMENT	-$655,000		$0	-$330,000	$0		
16	APP BAY DOORS - ALTERNATE FOUR FOLD DOOR PRODUCT	-$100,000		$0	$0	$0	CANNOT BE COMBINED WITH THE TWO ITEMS BELOW	Design Team Owner
17	APP BAY DOORS - SWITCH FRONT FOUR FOLD DOORS TO ALTERNATE, AND REPLACE (3) BACK OF HOUSE WITH SECTIONAL OVERHEAD STEEL DOORS	-$225,000		$0	$0	$0	CANNOT BE COMBINED WITH ITEM ABOVE OR BELOW	Design Team Owner
18	APP BAY DOORS - SWITCH ALL FOUR FOLD DOORS TO SECTIONAL OVERHEAD STEEL DOORS	-$320,000	PENDING	$0	-$320,000	$0	CANNOT BE COMBINED WITH THE TWO ABOVE	Design Team Owner
19	ALTERNATE LOCKER MANUFACTURER (ELITE STORAGE PRODUCTS VS. PENCO)	-$10,000	PENDING	$0	-$10,000	$0		Design Team Owner
20	ARCHITECTURAL - EXTERIOR ENVELOPE	-$33,000		$0	-$33,000	$0		
21	ALTERNATE ALUMINUM CANOPY (AWNING FACTORY VS. PEACHTREE, CONSTRUCTION SPECIALTIES OR DITMER)	-$33,000	PENDING	$0	-$33,000	$0		Design Team Owner
22	ARCHITECTURAL - FINISHES	-$82,280		$0	-$82,280	$0		
23	ALTERNATE EPOXY FLOOR MFR (DEX-O-TEX VS. STONEHARD)	-$20,000	PENDING	$0	-$20,000	$0		Design Team Owner
24	DELETE AWI STANDARD FROM CASEWORK PACKAGE	-$12,280	PENDING	$0	-$12,280	$0		
25	DELETE BUNK WALL PROTECTION AT 12 AREAS	-$5,000	PENDING	$0	-$5,000	$0		
26	DELETE NITESTANDS, DESKS AND WARDROBES FROM BUNK ROOMS (REPLACE WITH LOOSE FURNITURE FFE)	-$45,000	PENDING	$0	-$45,000	$0	SAVINGS WILL BE OFFSET BY FFE PURCHASED BY OWNER	
27	MEP - ELECTRICAL	$0		$0	$0	$0		
28	LIGHT FIXTURE PACKAGE ALTERNATE	TBD	PENDING	$0	TBD	$0	CM TEAM TO TASK ELECTRICANS WITH PROPOSING ALTERNATE LIGHT FIXTURE PACKAGES WITH PERMISSION FROM OWNER & DESIGN TEAM	CM Design Team Owner
29	MEP - FIRE PROTECTION	$0		$0	$0	$0		
31	MEP - MECHANICAL	-$57,000		$0	-$57,000	$0		
32	SUBSTITUTE EQUIPMENT, AAON OUTSIDE AIR UNIT, SAMSUNG VRF, KMC CONTROLS	-$35,000	PENDING	$0	-$35,000	$0		Design Team Owner
33	DELETE GARAGE UNIT HEATERS	-$22,000	PENDING	$0	-$22,000	$0		Design Team Owner
34	ADD FOR COMMISSIONING	TBD	PENDING	$0	TBD	$0	CM TO RECEIVE SUBCONTRACTOR ADDS	CM
35	MEP - PLUMBING	$0		$0	$0	$0		
37	SITE	-$140,000		$0	-$140,000	$0		
38	CHAIN LINK VS OMEGA PERIMETER FENCE AND GATES	-$115,000	PENDING	$0	-$115,000	$0		Design Team Owner
39	ABOVE GROUND DUMPSTER ENCLOSURE VS IN GROUND	-$25,000	PENDING	$0	-$25,000	$0		Design Team Owner
40	CODE MINIMUM LANDSCAPING AND IRRIGATION	TBD	PENDING	$0	TBD	$0	CM TEAM TO WORK WITH SUBCONTRACTOR ON ACTUAL SAVINGS	CM Design Team

ITEM 8.A
(VSCRA) RFQ #2025-005 - Request to Negotiate with Qualified Respondent to Acquire and Redevelop the Kmart Site, 2211 W. Vine Street.

Request

Approval of the recommended selection of CapStrata and Hedrick Brothers Development (Vine Street Redevelopment, LLC) as the Master Developer for RFQ #2025-005, Kmart Site Redevelopment, and authorize staff to proceed with negotiations pursuant to a Master Development Agreement.

Explanation

On May 5, 2025, the Purchasing Division advertised RFQ #2025-005, Kmart Site Redevelopment, through the Orlando Sentinel, DemandStar, and VendorLink. DemandStar notified 436 vendors, with 61 downloading the solicitation package. VendorLink notified 587 vendors, with 58 downloading the package.

The solicitation closed on July 22, 2025. Responses were opened publicly, and copies were made available at the opening as well as electronically to all vendors. The RFQ sought a qualified Master Developer to transform the former Kmart property and surrounding Vine Street corridor into a catalytic mixed-use redevelopment. Objectives outlined in the RFQ included:

- Advancing the City’s vision for a vibrant, walkable corridor.
- Incorporating residential, retail, and community-oriented uses.
- Integrating recreational amenities to strengthen the corridor as a destination.
- Supporting economic vitality and long-term redevelopment goals

Following evaluation of qualifications and developer presentations, a committee consisting of representatives from the City Manager's Office, Economic Development, Development Services, Finance, Vine Street CRA, Orlando Economic Partnership, and East Central Florida Regional Planning Council, selected CapStrata and Hedrick Brothers Development as the recommended team. Their proposal, through Vine Street Redevelopment, LLC, envisions a comprehensive transformation of the site including:

- Approximately 630 new residential units.
- Over 51,000 square feet of retail and commercial space.
- A 73,400 square foot indoor sports facility to serve as an anchor destination.

The proposed plan aligns with the City’s redevelopment goals for the Vine Street corridor by introducing a mix of housing, commerce, and recreation that activates the site, supports future investment, and enhances the overall community.

Upon Commission approval, Purchasing will issue the award, notify the respondents, and post results on DemandStar and VendorLink.

Recommendation

Approve the selection of CapStrata and Hedrick Brothers Development (Vine Street Redevelopment, LLC) as the Master Developer for RFQ #2025-005, Kmart Site Redevelopment, and authorize staff to proceed with negotiations pursuant to a Master Development Agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: David Rodriguez

Attachment(s):
1. RFQ2025-005 Kmart Site Redevelopment Project
2. RFQ2025-005 Scoresheets
3. CapStrata
4. SkyView
5. Wendover Housing Partners
6. FINAL RFQ2025-005 - Kmart Site Redevelopment - Presentation

Kmart Site Redevelopment Project

REQUEST FOR QUALIFICATIONS
RFQ2025-005
CITY OF KISSIMMEE &
VINE STREET KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY

* REQUEST FOR QUALIFICATIONS *

I. The CITY OF KISSIMMEE is seeking SEALED QUALIFICATIONS on the following: Request for Qualifications #**RFQ2025-005 Kmart Site Redevelopment Project**

II. All qualifications must be submitted in a SEALED envelope and plainly marked with the qualification number on the exterior of the qualification envelope, one (1) original, one (1) copy and one (1) electronic copy on CD or Flash Drive.

III. To be considered qualifications MUST be delivered OR mailed to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

And time stamped on or before July 22, 2025 2:00 pm.

IV. All qualifications shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division, Allendale Conference Room, 101 Church Street, Kissimmee, Florida on July 22, 2025 2:30 pm.

V. All qualifications must be according to specifications and conditions, and on the forms provided herein.

VI. The Submitter's name and address shall be clearly shown on the exterior of the Sealed Envelope.

VII. The City of Kissimmee reserves the right to accept and/or reject any or all qualifications, with or without cause, to waive technicalities or to accept the qualification which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this qualification, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Qualification results other than the apparent low offer will not be provided in response to telephone inquiries. Submitters desiring a copy of the Abstract of Offers should include such request with a self-addressed envelope in their qualification.

General Requirements:

1.1 QUALIFICATION PREPARATION

Submission of a qualification in response to this solicitation shall evidence the submitters acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the qualifications schedule. Each submitter is responsible for the completeness and accuracy of their qualification. Submitters must show manual signatures by an individual authorized to offer such obligations, and shall contain evidence of that person's authority to make such offers. Unsigned qualifications will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the qualification. Submitters should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the qualification being declared non-responsive.

1.2 SUBMISSION OF QUALIFICATIONS

All bids shall be submitted during normal business hours in a sealed envelope on the forms included with this solicitation with the bidder's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING

The unit price for each item being submitted will be shown on the Qualification Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Qualification Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery time frames or dates must be shown on the qualification, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful submitter for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The submitter in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE QUALIFICATIONS AND WITHDRAWL OF OFFERS

No qualification will be accepted after the published deadline for accepting qualifications in response to this solicitation. Qualifications may be withdrawn at any time prior to the official time set for the qualification opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official qualification opening.

1.7 DISCOUNTS

Submitters may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest submittal offered. Any other discounts should be reflected in the unit price qualification.

1.8 QUALIFICATIONS EVALUATION AND AWARD

All qualifications received will be evaluated based on one or more of the following factors: price; quality of product offered; compliance with specifications; delivery; reputation of the submitter; previous contract's proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible submitter complying with the provisions of the Request for Qualifications, provided that such award is in the best interest of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and /or reject any or all qualifications in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the qualification which in its judgment, best services the interest of the City of Kissimmee. Submitters are cautioned that no communication with any City of Kissimmee employees involved in the evaluation process is authorized during the qualification evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the qualification or proposal. Questions regarding the status of any qualification or should be directed to the Purchasing Coordinator. Qualification awards will be posted in the Purchasing Office after Commission approval. Submitters are responsible for following up on the status of any qualification. The City of Kissimmee will only notify the successful submitter(s).

Once a submitter is selected based on their qualifications, a subsequent developer agreement will be drafted. Terms therein will be consistent with and based on this solicitation and bidder's responsive submittal.

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice, it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the submitter. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the submitter's request and expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Submitters should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the qualification. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished qualification packages. However, it shall be the submitter's responsibility to verify with the Purchasing Office before the qualification is submitted whether or not addenda have been issued and to obtain such addenda for submission with the qualification. Receipt of any addenda issued must be acknowledged on the qualification schedule.

1.15 QUALIFICATIONS CERTIFICATION

By signature on this qualification, submitter certifies or in the case of a joint qualification each party certifies that:

A. It has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this qualification.
B. That the submitter has not divulged or discussed its offer with other submitters.
C. Prices offered have been determined independently without collusion with other submitters for the purpose of restricting competition.
D. No attempt has been made to induce any potential submitter to submit or decline to submit an offer in response to this solicitation.

1.16 "NO QUALIFICATION" RESPONSE

Vendors electing to not submit qualifications in response to this solicitation should complete the attached "Notice to Submitters" form. Failure to return the form may result in your omission from future qualification lists.

1.17 CFPC

The City of Kissimmee participates in a Central Florida Purchasing Cooperative (CFPC). All bidders awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.19 CONE OF SILENCE – The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any bidder who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Officer;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.20 PROTEST

Any protest must be made within three (3) days following posting of the qualification award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS:

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a qualification on a contract to provide any goods or services to a public entity, may not submit a qualification on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133,F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 PRE-BID CONFERENCE: Mandatory pre-bid will be held 10:00AM May 21, 2025 in the Development Services Building Conference Room, 101 Church Street, Kissimmee, FL 34741.

2.3 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to **procurement@kissimmee.gov** not less than seven (7) days prior to the RFQ opening date. Phone inquiries will not be responded to.

However, unless modified by a written addendum issued by the Purchasing Coordinator, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these

specifications as written should immediately be directed in writing to the Purchasing Coordinator for the City of Kissimmee. Any interpretation provided to any submitter in response to inquiries regarding this solicitation which may affect the outcome of this qualification will be furnished in writing to all submitters who have received qualification packages.

2.4 No minor children are permitted to accompany submitters during pre-qualification conferences, qualification opening or site tour.

2.5 **INDEMNITY:** The Contractor will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

2.6 A link to this website is available through the City's Web Page http://www.kissimmee.gov, under the Finance Department, Purchasing. Notice of Award, Qualifications currently available, and Tabulation sheets are available Online. Submitters, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Qualification response.

2.7 **FEES AND LICENSURE COST:** This bid requires the following fees/licensure; proof of a valid Business Tax Receipt from the jurisdiction of the bidder's place of business.

2.8 REVIEW OF SUBMITTERS AND QUALIFICATIONS

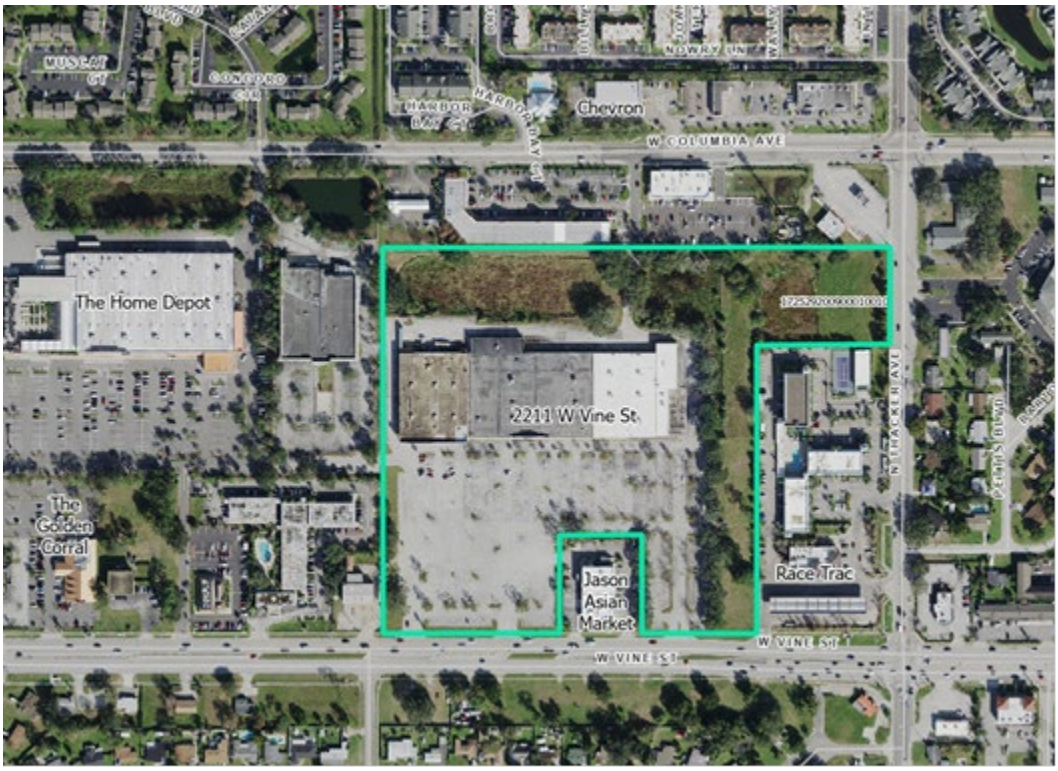
In-person reviews may be conducted with responsible submitters who are deemed reasonably susceptible of being selected for award, for the purposes of assuring full understanding of: (a) conformance to the solicitation requirements, (b) the abilities of the submitters, and (c) the proposal submitted.

Submitters shall be available for presentations and/or interviews with the evaluation committee upon reasonable notification from the Purchasing Division. The date(s) and time(s) of any such presentations interviews shall be determined solely by the City and may be closed to the public in the discretion of the Purchasing Coordinator, and to the extent permitted by law.

3.0 SCOPE OF WORK

A. INTRODUCTION

The City of Kissimmee and the Vine Street Community Redevelopment Agency (VSCRA) are requesting qualifications for the acquisition and redevelopment of a key site, located at 2211 W. Vine Street and a vacant lot that extends to Thacker Ave known hereinafter as the "Kmart site." Located within the North of Vine subdistrict (NOVI), the Kmart site is the single largest redevelopment site within the VSCRA district. The City and VSCRA are seeking a master developer to undertake the redevelopment of this 22-acre site. The City and VSCRA envision a mixed-use development with a density of 20-40 du/ac and up to a 6.0 FAR, that implement the VSCRA's Master Redevelopment Plan. The site includes a 143,600 square foot two-tenant strip-style plaza. The former Kmart space is approximately 106,000 square feet and closed in 2017. The former Big Lots space is approximately 37,600 square feet and closed in 2025.



Project Location Map

B. ABOUT THE VINE STREET CRA

In 2012, The City of Kissimmee established the Vine Street CRA, a highway corridor CRA providing regional transportation access, generating a strong economic base for the City, and contributing to the overall image of Kissimmee. The vision for the Vine Street corridor is to transform the existing strip-style, highway commercial development into a connected series of mixed-use, urban scale neighborhoods and villages. This vision is predicated on implementing a multi-modal transportation strategy for the corridor and the adjacent Downtown CRA which promotes walking, biking, shorter auto trips, and the provision of various forms of transit.

The Vine Street CRA Master Plan refines the development vision and provides guidance on specific public sector improvements to enhance corridor aesthetics and help position the

corridor for new private sector investment. Since the CRA was established in 2012, the City has made a fundamental shift in its land use and transportation policies to transform its auto centric, suburban development patterns into more compact, mixed-use patterns that support more walking, biking, transit ridership and shorter automobile trips.

The Vine Street CRA is home to the Kissimmee/Osceola County Chamber of Commerce, which represents approximately 900 small, medium and large companies, organizations and governments. The Vine Street CRA also includes Valencia College, Osceola Campus, which received an award for being the best community college in the nation. Also, located in the Vine Street CRA is the Shingle Creek Regional Park and the Shingle Creek Regional Trail, which are the headwaters of the Everglades.

C. KEY VINE STREET CRA DATA

- Population 4,968
- Employment 8,574
- Businesses 1,273
- Median Age 38.6
- Median Household Income $42,396
- Average Daily Traffic 66,711

(Source: U.S. CENSUS BUREAU; ESRI 2024 ESTIMATES, FDOT)

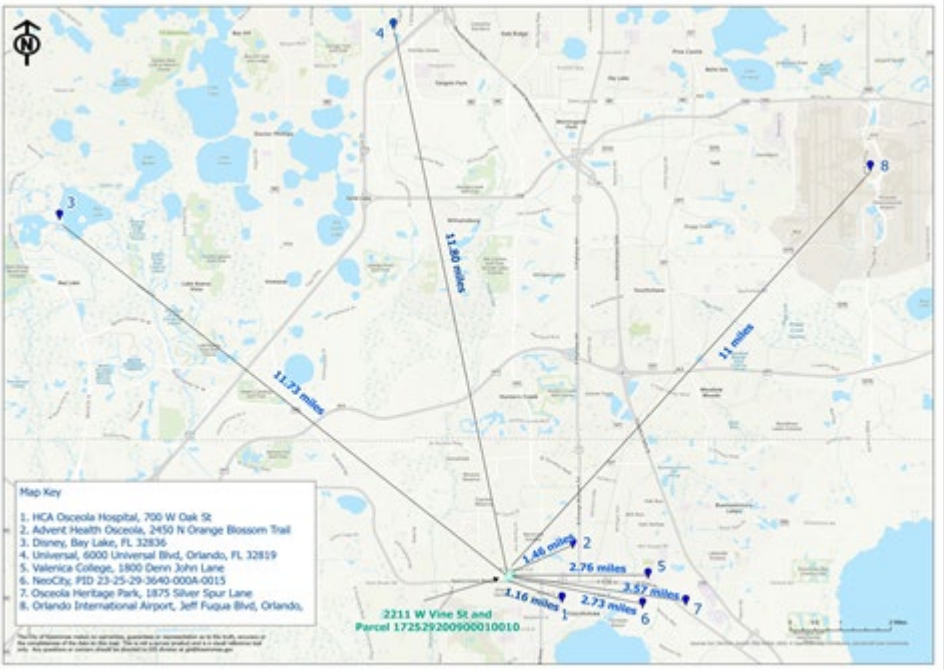


Figure 1 Distance from subject site to key locations

D. SITE HISTORY

In 1971, Florida Carolina Land Development Incorporated purchased the vacant property. The developer subsequently developed a two-tenant strip-style plaza on the property. In 1978, Publix opened in the smaller space and Kmart opened in the larger space. In 2000, Publix moved and the space remained vacant until Big Lots opened in 2010. In 2017, Kmart closed and the space remains vacant. In March 2025, Big Lots closed and the space is currently vacant.

The Thacker Avenue parcel has remained vacant. In 2012, the site began serving as a dry retention pond for the adjacent Race Trac gas station, located at 2001 W. Vine Street.

E. KEY PROJECT OBJECTIVES

Demolition of Existing Strip Plaza

The VSCRA will not consider any proposals that involve repurposing the current 143,600 square foot, two-tenant strip plaza. Proposals that incorporate the existing plaza will not be accepted. All submissions must focus on redeveloping the site with the intention of demolishing the existing building.

Integration with adjacent sites

The ideal project would create a seamless connection with the neighboring properties. To the north of the site, there is a plaza, and to the southeast, a locally owned grocery store. The VSCRA seeks a design (Appendix A) that fosters a cohesive connection between these adjacent sites, enhancing accessibility and the overall community experience.

Significant Residential Component

The Kmart site represents the greatest potential for private sector investment within the VSCRA area. As such, it is expected that future development will contain a mix of uses and most importantly, residential uses when completed. The ideal project will create housing that is attainable to a mix of income groups (very low-income, low-income, and moderate income) in addition to market rate housing.

Employment Opportunities

Workforce development and job creation are key priorities for the City of Kissimmee. The project should create employment opportunities for neighborhood and city residents and increase the number of jobs offering a living wage.

Retail

The project should offer opportunities for retail businesses that meet the needs of local residents, including a variety of products and price points. Examples include grocery and specialty markets, pharmacies and health stores, cafes, restaurants, bars, gyms and boutique fitness studios, pet services, hair and beauty salons, and more.

Extension of Street Grid

Columbia Avenue lies to the north of the site, and Thacker Avenue to the east, offering an opportunity to extend the street grid system. The redevelopment of the Kmart site provides the VSCRA with the chance to carefully integrate extensions to the grid, improving both north-south and east-west connectivity. By extending streets through the site without disturbing the existing built form, the project may create seamless connections that benefit the surrounding area.

Bicycle & Pedestrian Connectivity

As the corridor continues to grow, it will be important to create an active pedestrian-oriented

development to serve employees, patients and visitors. In addition, the Kissimmee Bicycle and Pedestrian Master Plan revealed a significant amount of bicycling and pedestrian activity along Vine Street. Redevelopment of the Kmart site would ideally provide the ability to walk and bicycle safely due to the inclusion of managed vehicle speeds on pedestrian scaled streets.

Sustainable Development

Green buildings and infrastructure have been proven to deliver a return-on-investment and contribute to healthier, more vital ecosystem. The VSCRA desires that the project incorporates natural solutions for the drainage, heat, air and water quality. Additionally, a sustainable mixed-use development will integrate energy-efficient design, green spaces, and a blend of residential, commercial, and recreational areas, promoting environmental responsibility and community well-being.

Community Benefit

The VSCRA desires to see this property redeveloped to its full potential as a destination mixed-use development site. As such, this site should offer a complete mix of live, work, and play options for residents within the area. The redevelopment of this site should include significant publicly accessible spaces such as parks, recreation facilities, or community event spaces. Additional components to add to community benefit could include restaurant and retail space, public art components, or development that promotes general health and well-being within an urban environment. Prospective developers are strongly encouraged to study the input from neighborhood organizations and neighboring property owners/occupants in preparation for a response to the RFQ. The successful developer will clearly articulate the benefits its proposal provides to the neighborhood residents as well as to the entire city.

F. VISION AND CONCEPT

The Vine Street CRA (VSCRA) is currently in the process of updating the Vine Street CRA Redevelopment Plan. Phase One, which focused on Assessment and Evaluation, placed significant emphasis on the Kmart site. The study identified a range of in-demand uses for the site, including:

- Mixed-Use Development
- Commercial Spaces & Restaurants
- Container Park
- Gathering Spaces
- Wide & Shaded Walkways
- Outdoor Seating
- Cultural and Entertainment Activities
- Indoor Recreation

Furthermore, the Kmart site is located within the NOVI (North of Vine) district, where the VSCRA envisions a town center-style development, combining multi-story mixed-use residential spaces with commercial and supportive services. Considering the site's context, the VSCRA encourages proposals that align with its goals and vision for the area.

In summary, the Kmart site represents a unique opportunity to create a dynamic mixed-use development that not only offers residential and commercial growth, but also enhances the area's distinctive character through thoughtful design. The VSCRA believes such a development, incorporating urban design principles, will contribute significantly to the vibrancy and identity of the City.

Conceptual design



G. ZONING AND FUTURE LAND USE

In 2020, the City of Kissimmee adopted a Form-Based Code, which builds on current standards and provides flexibility while maintaining standards for heightened design/development within the City. Per the Land Development Code, Chapter 14-5, the property is zoned T5-U ((Mixed-Use Urban Core) Transect, which has a maximum building height of five stories, with an additional three-story bonus. The T5-U transect allows for a wide range of commercial, office, residential, hospitality accommodations and other uses.

The Future Land Use is MU-V (Vine Street), which promotes a wide range of uses and a high intensity of development.

H. OWNERSHIP OF PROPERTY

This is an RFQ for the acquisition and redevelopment of the site. The properties associated with this offering are owned by the VSCRA. The VSCRA will grant the option to purchase the entire site through a Purchase Option Agreement, which will be outlined in af negotiated development agreement.

There may be other adjacent property, privately owned and controlled, that could be considered as part of development options. The VSCRA cannot commit such private property but would be supportive to the extent appropriate to facilitate further public-private partnering.

I. PUBLIC/PRIVATE PARTNERSHIP

The VSCRA is aware of the variety of financial tools and development incentives that have been effectively used by other communities to redevelop urban areas. The VSCRA is committed to forming a public/private partnership with the selected project developer. This support may include CRA reimbursement of demolition costs and a 100% waiver of all development fees (excluding school impact fees) if the property is purchased at or above its appraised value. Additional incentives could include tax-increment financing rebates or grants. The VSCRA will invest funds to meet the project objectives of this RFP. Funds will be approved based on the community benefit achieved. The developer must demonstrate to the VSCRA that such benefits exist and are compatible with the entire proposal. The VSCRA will only offer incentives for demolition of the existing building, public facilities and/or infrastructure improvements related to the project. These potential incentives will be discussed and addressed during the development of a formal development agreement. Funds will be approved based on the community benefit achieved.

J. CURRENT SITE CONDITIONS

Both 2211 W. Vine Street and the Thacker Avenue parcel contains several easements, which may impact future development by limiting the placement of structures or requiring access for utility maintenance and other legal rights of use.

K. SUPPORTIING DOCUMENTS

To better understand the VSCRA's objectives, as well as the opportunities and constraints for redeveloping the site(s), the following documents are available in electronic format and may be obtained at https://www.dropbox.com/sh/n46gv2tzhljoi2r/AAAaizwOd8rNEgiZjTcHJ6Z_a?dl=0.

- VSCRA Master Redevelopment Plan
- VSCRA boundary map
- Kissimmee Bicycle and Pedestrian Master Plan
- Regional Stormwater Facility Study
- Boundary surveys
- Phase I environmental site assessment

L. SUBMISSION REQUIREMENTS

At a minimum, the following must be submitted with your qualifications **one (1) original**, **one (1) electronic version on CD and eight (8) copies of all documents:**

1. Cover letter describing the composition of the development team, each member's relevant experience, and the key personnel involved. Clearly identify probable role(s) as principal, consultant, general partner, designer, or other. Please clearly identify any team members having permanent local offices in the Kissimmee area and address the familiarity of the team or individuals with downtown Kissimmee. Also, please address whether the members of the team have previous experience working together or in Kissimmee.

2. A signed letter attesting that the respondent has read and understands all procedures outlined in this RFQ (**Use Attachment A**).

3. Provide a description of at least three (3) examples of development projects completed within the last ten years that the respondent determines most relevant to the VSCRA's proposed vision and concept. The focus should be on the relevant issues, problems,

obstacles overcome and opportunities realized as a result of the respective team member's involvement. Specify previous role(s) as principal, consultant, general partner, designer, or other, as applicable. In particular, identify any projects that were public-private partnerships and explain the level and nature of that experience and the roles of the team members. Project descriptions must include details addressing the square footage, number of units, parking, year of construction, methods of financing and current project status.

4. Provide a description of the team's and principals' financial capacity and capability to successfully finance new projects of this scope and scale, which may be submitted in a sealed envelope.

5. Provide a detailed pro forma for the proposed development project. The pro forma should include comprehensive financial projections, such as anticipated costs, expected revenue, and any assumptions made in your calculations. Additionally, please outline key financial metrics such as return on investment (ROI), net operating income (NOI), and cash flow projections. This information will help us assess the financial feasibility and long-term sustainability of the project.
6. References from three (3) projects (with names, addresses, phone numbers and email addresses), the respondent deems relevant to the proposed development objective. If there is more than one member of the proposal team, provide three (3) references for each. Selected references will be contacted.

7. A general or conceptual proposal for the development of the Kmart Site (proposals must be for the entire site), consisting of a minimum of a bubble plan or site sketch. The selection committee should be able to determine the development team's overall concept for the site, understanding that if chosen, the details will change as the development process unfolds.

The submissions must be received by 2:00p.m. July 22, 2025 and should be addressed as follows:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, Florida 34741

M. SELECTION CRITERIA

Firms will be evaluated based on the following criteria:

1. Professional Abilities/Experience (35%)
- a) Relevant development/redevelopment experience
- b) Relevant Private/Public Partnership experience
- c) Relevant Experience of this project size and scope
- d) Ability/Capacity to Produce Services in a timely manner

2. Concept Development/Overall Vision (30%)
- a) Meets Zoning and Form Based Code Requirements
- b) Creative/Innovative Design and sustainability solutions
- c) Meeting the VSCRA goals and objectives
- d) Vision is well thought out, will add value to the VSCRA district, and is likely to attract additional investment

3. **Financial Feasibility (25%)**
   a) Sufficient evidence of financial ability
   b) Demonstration of project financial feasibility

4. **Development Schedule (10%)**
   a) Project commencement
   b) Project Schedule Clearly Delineated

A selection committee comprised of staff and key VSCRA stakeholders will evaluate all proposals. The development team must make an oral presentation to the selection committee. The VSCRA reserves the right to reject all submittals and not award a contract as a result of this request.

APPENDIX A
Design Examples







Attachment A:

Understanding of RFQ Procedures, Terms and Conditions

(To be returned with qualifications submission)

Invitation to Submit Qualifications
City of Kissimmee, Florida
RFQ2020-006

I acknowledge I have read and understand all procedures and requirements of the above referenced RFQ and have complied fully with the general terms and conditions outlined in the RFQ.

Development Team: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Attachment B:

REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years.

Reference #1:
Name:_____
Address:_____
Telephone No.:_____ Fax No.:_____
Contact:_____
E-mail:_____

Reference #2:
Name:_____
Address:_____
Telephone No.:_____ Fax No.:_____
Contact:_____
E-mail:_____

Reference #3:
Name:_____
Address:_____
Telephone No.:_____ Fax No.:_____
Contact:_____
E-mail:_____

Reference #4:
Name:_____
Address:_____
Telephone No.:_____ Fax No.:_____
Contact:_____
E-mail:_____

Ranking Spreedsheet: RFQ2025-005 Kmart Site Redevelopment Project

Name: **All**
Date: **8/12/2025**

	WEIGHT	1	2	3	4	5
1. Professional Abilities/Experience **a) Relevant development/redevelopment experience** **b) Relevant Private/Public Partnership experience** **c) Relevant Experience of this project size and scope** **d) Ability/Capacity to Produce Services in a timely manner**	35	33.1	N	30.1	N	31.0
2. Concept Development/Overall Vision **a) Meets Zoning and Form Based Code Requirements** **b) Creative/Innovative Design and sustainability solutions** **c) Meeting the VSCRA goals and objectives** **d) Vision is well thought out, will add value to the VSCRA district, and is likely to attract additional investment**	30	28.2	N	24.9	N	22.7
3. Financial Feasibility **a) Sufficient evidence of financial ability** **b) Demonstration of project financial feasibility**	25	20.7	N	17.1	N	20.6
4. Development Schedule **a) Project commencement** **b) Project Schedule Clearly Delineated**	10	9.8	N	8.4	N	9.0
TOTAL	100	91.78	N	80.56	N	83.31

N = non responsive

1	**CapStrata**	91.78
2	**Diamond Property Group**	N
3	**SkyView**	80.56
4	**The Cornerstone Group**	N
5	**Wendover Housing Partners**	83.31

RANKING

1 CapStrata
2 Wendover Housing Partners
3 SkyView

Ranking Spreedsheet: RFQ2025-005 Kmart Site Redevelopment Project

Name: **Desiree Matthews**
Date: **8/11/2025**

	WEIGHT	1	2	3	4	5
1. Professional Abilities/Experience **a) Relevant development/redevelopment experience** **b) Relevant Private/Public Partnership experience** **c) Relevant Experience of this project size and scope** **d) Ability/Capacity to Produce Services in a timely manner**	35	35.0	N	25.0	N	25.0
2. Concept Development/Overall Vision **a) Meets Zoning and Form Based Code Requirements** **b) Creative/Innovative Design and sustainability solutions** **c) Meeting the VSCRA goals and objectives** **d) Vision is well thought out, will add value to the VSCRA district, and is likely to attract additional investment**	30	30.0	N	30.0	N	20.0
3. Financial Feasibility **a) Sufficient evidence of financial ability** **b) Demonstration of project financial feasibility**	25	10.0	N	20.0	N	15.0
4. Development Schedule **a) Project commencement** **b) Project Schedule Clearly Delineated**	10	10.0	N	10.0	N	10.0
TOTAL	100	85.00	N	85.00	N	70.00

N = non responsive

1	**CapStrata**	85.00
2	**Diamond Property Group**	N
3	**SkyView**	85.00
4	**The Cornerstone Group**	N
5	**Wendover Housing Partners**	70.00

RANKING

1 CapStrata
2 SkyView
3 Wendover Housing Partners

Ranking Spreedsheet: RFQ2025-005 Kmart Site Redevelopment Project

Name: Luis Nieves-Ruiz
Date: 8/11/2025

	WEIGHT	1	2	3	4	5
1. Professional Abilities/Experience **a) Relevant development/redevelopment experience** **b) Relevant Private/Public Partnership experience** **c) Relevant Experience of this project size and scope** **d) Ability/Capacity to Produce Services in a timely manner**	35	27.0	N	32.0	N	33.0
2. Concept Development/Overall Vision **a) Meets Zoning and Form Based Code Requirements** **b) Creative/Innovative Design and sustainability solutions** **c) Meeting the VSCRA goals and objectives** **d) Vision is well thought out, will add value to the VSCRA district, and is likely to attract additional investment**	30	25.0	N	27.0	N	21.0
3. Financial Feasibility **a) Sufficient evidence of financial ability** **b) Demonstration of project financial feasibility**	25	25.0	N	25.0	N	25.0
4. Development Schedule **a) Project commencement** **b) Project Schedule Clearly Delineated**	10	10.0	N	10.0	N	10.0
TOTAL	100	87.00	N	94.00	N	89.00

N = non responsive

1	**CapStrata**	87.00
2	**Diamond Property Group**	N
3	**SkyView**	94.00
4	**The Cornerstone Group**	N
5	**Wendover Housing Partners**	89.00

RANKING

1 SkyView
2 Wendover Housing Partners
3 CapStrata

Ranking Spreedsheet: RFQ2025-005 Kmart Site Redevelopment Project

Name: Abigail Wagner
Date: 8/11/2025

	WEIGHT	1	2	3	4	5
1. Professional Abilities/Experience **a) Relevant development/redevelopment experience** **b) Relevant Private/Public Partnership experience** **c) Relevant Experience of this project size and scope** **d) Ability/Capacity to Produce Services in a timely manner**	35	35.0	N	35.0	N	35.0
2. Concept Development/Overall Vision **a) Meets Zoning and Form Based Code Requirements** **b) Creative/Innovative Design and sustainability solutions** **c) Meeting the VSCRA goals and objectives** **d) Vision is well thought out, will add value to the VSCRA district, and is likely to attract additional investment**	30	30.0	N	20.0	N	25.0
3. Financial Feasibility **a) Sufficient evidence of financial ability** **b) Demonstration of project financial feasibility**	25	20.0	N	20.0	N	20.0
4. Development Schedule **a) Project commencement** **b) Project Schedule Clearly Delineated**	10	10.0	N	7.0	N	9.0
TOTAL	100	95.00	N	82.00	N	89.00

N = non responsive

1	**CapStrata**	95.00
2	**Diamond Property Group**	N
3	**SkyView**	82.00
4	**The Cornerstone Group**	N
5	**Wendover Housing Partners**	89.00

RANKING

1 CapStrata
2 Wendover Housing Partners
3 SkyView

Ranking Spreedsheet: RFQ2025-005 Kmart Site Redevelopment Project

Name: **Brenda Ryan**
Date: **8/11/2025**

	WEIGHT	1	2	3	4	5
1. Professional Abilities/Experience **a) Relevant development/redevelopment experience** **b) Relevant Private/Public Partnership experience** **c) Relevant Experience of this project size and scope** **d) Ability/Capacity to Produce Services in a timely manner**	35	33.0	N	32.0	N	30.0
2. Concept Development/Overall Vision **a) Meets Zoning and Form Based Code Requirements** **b) Creative/Innovative Design and sustainability solutions** **c) Meeting the VSCRA goals and objectives** **d) Vision is well thought out, will add value to the VSCRA district, and is likely to attract additional investment**	30	25.0	N	22.0	N	20.0
3. Financial Feasibility **a) Sufficient evidence of financial ability** **b) Demonstration of project financial feasibility**	25	23.0	N	17.0	N	20.0
4. Development Schedule **a) Project commencement** **b) Project Schedule Clearly Delineated**	10	8.0	N	7.0	N	6.0
TOTAL	100	89.00	N	78.00	N	76.00

N = non responsive

1	**CapStrata**	89.00
2	**Diamond Property Group**	N
3	**SkyView**	78.00
4	**The Cornerstone Group**	N
5	**Wendover Housing Partners**	76.00

RANKING

1 CapStrata
2 SkyView
3 Wendover Housing Partners

Ranking Spreedsheet: RFQ2025-005 Kmart Site Redevelopment Project

Name: Ritchie
Date: 8/11/2025

	WEIGHT	1	2	3	4	5
1. Professional Abilities/Experience **a) Relevant development/redevelopment experience** **b) Relevant Private/Public Partnership experience** **c) Relevant Experience of this project size and scope** **d) Ability/Capacity to Produce Services in a timely manner**	35	35.0	N	28.0	N	30.0
2. Concept Development/Overall Vision **a) Meets Zoning and Form Based Code Requirements** **b) Creative/Innovative Design and sustainability solutions** **c) Meeting the VSCRA goals and objectives** **d) Vision is well thought out, will add value to the VSCRA district, and is likely to attract additional investment**	30	30.0	N	28.0	N	28.0
3. Financial Feasibility **a) Sufficient evidence of financial ability** **b) Demonstration of project financial feasibility**	25	25.0	N	20.0	N	25.0
4. Development Schedule **a) Project commencement** **b) Project Schedule Clearly Delineated**	10	10.0	N	9.0	N	10.0
TOTAL	100	100.00	N	85.00	N	93.00

N = non responsive

1	**CapStrata**	100.00
2	**Diamond Property Group**	N
3	**SkyView**	85.00
4	**The Cornerstone Group**	N
5	**Wendover Housing Partners**	93.00

RANKING

1 CapStrata
2 Wendover Housing Partners
3 SkyView

Ranking Spreedsheet: RFQ2025-005 Kmart Site Redevelopment Project

Name: Samia Singleton
Date: 8/8/2025

	WEIGHT	1	2	3	4	5
1. Professional Abilities/Experience **a) Relevant development/redevelopment experience** **b) Relevant Private/Public Partnership experience** **c) Relevant Experience of this project size and scope** **d) Ability/Capacity to Produce Services in a timely manner**	35	35.0	N	27.0	N	35.0
2. Concept Development/Overall Vision **a) Meets Zoning and Form Based Code Requirements** **b) Creative/Innovative Design and sustainability solutions** **c) Meeting the VSCRA goals and objectives** **d) Vision is well thought out, will add value to the VSCRA district, and is likely to attract additional investment**	30	25.8	N	22.5	N	27.5
3. Financial Feasibility **a) Sufficient evidence of financial ability** **b) Demonstration of project financial feasibility**	25	22.5	N	15.0	N	25.0
4. Development Schedule **a) Project commencement** **b) Project Schedule Clearly Delineated**	10	10.0	N	7.0	N	10.0
TOTAL	100	93.25	N	71.50	N	97.50

N = non responsive

1	**CapStrata**	93.25
2	**Diamond Property Group**	N
3	**SkyView**	71.50
4	**The Cornerstone Group**	N
5	**Wendover Housing Partners**	97.50

RANKING

1 Wendover Housing Partners
2 CapStrata
3 SkyView

Ranking Spreedsheet: RFQ2025-005 Kmart Site Redevelopment Project

Name: Benjamin Burnett
Date: 8/8/2025

	WEIGHT	1	2	3	4	5
1. Professional Abilities/Experience **a) Relevant development/redevelopment experience** **b) Relevant Private/Public Partnership experience** **c) Relevant Experience of this project size and scope** **d) Ability/Capacity to Produce Services in a timely manner**	35	30.0	N	30.0	N	30.0
2. Concept Development/Overall Vision **a) Meets Zoning and Form Based Code Requirements** **b) Creative/Innovative Design and sustainability solutions** **c) Meeting the VSCRA goals and objectives** **d) Vision is well thought out, will add value to the VSCRA district, and is likely to attract additional investment**	30	30.0	N	25.0	N	20.0
3. Financial Feasibility **a) Sufficient evidence of financial ability** **b) Demonstration of project financial feasibility**	25	20.0	N	10.0	N	25.0
4. Development Schedule **a) Project commencement** **b) Project Schedule Clearly Delineated**	10	10.0	N	10.0	N	10.0
TOTAL	100	90.00	N	75.00	N	85.00

N = non responsive

1	**CapStrata**	90.00
2	**Diamond Property Group**	N
3	**SkyView**	75.00
4	**The Cornerstone Group**	N
5	**Wendover Housing Partners**	85.00

RANKING

1 CapStrata
2 Wendover Housing Partners
3 SkyView

Ranking Spreedsheet: RFQ2025-005 Kmart Site Redevelopment Project

Name: David Rodriguez
Date: 8/8/2025

	WEIGHT	1	2	3	4	5
1. Professional Abilities/Experience **a) Relevant development/redevelopment experience** **b) Relevant Private/Public Partnership experience** **c) Relevant Experience of this project size and scope** **d) Ability/Capacity to Produce Services in a timely manner**	35	35.0	N	32.0	N	30.0
2. Concept Development/Overall Vision **a) Meets Zoning and Form Based Code Requirements** **b) Creative/Innovative Design and sustainability solutions** **c) Meeting the VSCRA goals and objectives** **d) Vision is well thought out, will add value to the VSCRA district, and is likely to attract additional investment**	30	30.0	N	25.0	N	20.0
3. Financial Feasibility **a) Sufficient evidence of financial ability** **b) Demonstration of project financial feasibility**	25	20.0	N	10.0	N	10.0
4. Development Schedule **a) Project commencement** **b) Project Schedule Clearly Delineated**	10	10.0	N	7.0	N	7.0
TOTAL	100	95.00	N	74.00	N	67.00

N = non responsive

1	**CapStrata**	95.00
2	**Diamond Property Group**	N
3	**SkyView**	74.00
4	**The Cornerstone Group**	N
5	**Wendover Housing Partners**	67.00

RANKING

1 CapStrata
2 SkyView
3 Wendover Housing Partners



EDON

PARK

An Urban Destination Rooted in Legacy, Designed for Tomorrow

RFQ2025-005

Kmart Site Redevelopment Project

Prepared for

City of Kissimmee & Vine Street Kissimmee Community Redevelopment Agency

Submitted by

CapStrata (aka CapStack) and Hedrick Brothers Development

Date

July 22, 2025

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“

Edon Park is more than a development—***it's a renaissance***. Inspired and named to reflect its role as a ***central node of community life,*** this new district will be the birthplace of ***a modern, walkable Kissimmee.***

INTRODUCTION

COVER LETTER

Attn: City of Kissimmee

Finance Department 4th Floor

Attn: Purchasing Division

101 Church Street

Kissimmee, FL 34741

Dear City of Kissimmee Selection Committee,

On behalf of a dynamic and highly capable team of development, design, and construction professionals, we are proud to submit our proposal for the redevelopment of the Kmart site in the **NoVi (North of Vine Subdistrict)**. This site presents a once-in-a-generation opportunity to ignite transformative change along Vine Street and reimagine a community hub that embodies growth, innovation, and livability while recognizing the role of this historic corridor in Downtown Kissimmee. We believe our team—strategically assembled, experienced, and deeply aligned with the City's vision—is uniquely qualified to bring this catalytic project to life.

Our development team led by CapStrata in Partnership with Hedrick Brothers Development is excited about the opportunity to collaborate with the City of Kissimee and the Vine Street CRA. Rooted deep in the community of Kissimee and Osceola County Capstrata's CEO, Veronica Malolos is dedicated to the goals of the City not just as a developer but as a resident. Hedrick Brothers Development brings large scale experience with local focus. Hedrick Brothers Development continues to strenghten their footprint throughout Florida and with in the Kissimmee area, with prior project experience such as their Lake Toho waterfront multifamily community. Together, these local organizations will form **Vine Street Redevelopment, LLC.**

Our team of consultants and advisors are the best in Central Florida, bringing the depth, diversity, and synergy required to deliver on this ambitious vision:

Vine Street Redevelopment, LLC.
Master Developer

Capstrata Group
Community Engagement & Retail Advisor

Hedrick Brothers Development
Multifamily Developer

Hedrick Brothers Construction
General Contractor

Cormia Design Group
Architecture & Interior Design

KPM Franklin
Civil Engineering & Landscape Architecture

VHB
Master Planning, Environmental, & Transportation

LRG Investors
Retail Investors

Joyce Development Group
Retail Developers

Ustler Development
Pre-Development Advisor

Votum Construction
Construction Manager

Cely Consulting
Financial Advisory

This team is deeply committed to community-minded development. Each member brings proven success in delivering resilient, equitable, and forward-thinking urban places throughout Florida and specifically to the City of Kissimmee and Osceola County. Our consultant team has collaborated on relevant projects throughout Central Florida, including the City of Orlando's Creative Village, Lakeland's Downtown CRA, and numerous multifamily projects.

With this new undertaking, we envision a walkable, mixed-use destination anchored by community pride, vibrant retail, attainable housing, and integrated green spaces—true to Kissimmee's character, but boldly stepping into its future. Our team's extensive CRA experience across Florida enables us to understand the unique challenges and opportunities within local communities. One of our key innovations will be the creation of a project dashboard that empowers the **Public-Private Partnership** to monitor key metrics, project goals, and community impact. This tool can support public health initiatives, smart city strategies, sustainability targets, and ongoing public engagement. It will also help align planning efforts with focus areas and performance indicators, offering full transparency and accountability.

Rounding out our Public-Private Partnership is a team of financial and pre-development advisory consultants who bring critical expertise in market assessments and Tax Increment Financing (TIF) strategies, providing the economic insights necessary to make this redevelopment both viable and visionary.

Effective community redevelopment combines bold vision with grounded knowledge of local needs and real-world implementation. Our team offers that rare combination: big-picture thinking, data-driven strategy, and deep community commitment. With extensive knowledge of planning policies and best practices, we are fully prepared to deliver a **$272+million** destination that brings lasting value to Kissimmee.

Thank you for your consideration. We are excited about the potential on this transformative effort.

To be formed Vine Street Redevelopment, LLC. representatives,

Veronica Malolos, CCIM
CapStrata aka CapStack Commercial

Burk Hedrick
Hedrick Brothers Development

EDON PARK

An Urban Destination Rooted in Legacy, Designed for Tomorrow

Effective community redevelopment planning combines establishing a bold vision of what is possible with an understanding development trends and community needs, while identifying strategic actions to achieve the vision. Our unique skill set includes extensive knowledge and implementation of diverse master planning policies and best practices.

Edon Park is more than a development—it's a renaissance. Inspired and named to reflect its role as a central node of community life ("Edon" is "Node" spelled backward), in similar significance to the Garden or Eden, this new district will be the birthplace of new life for Kissimmee, capitalizing on the location of existing infrastructure and services. Edon Park will serve as the catalyst for the redevelopment of the NOVI Subdistrict — and be a landmark destination where community, culture, commerce, and connection intersect.

Activation + History = Authentic Place

Vine Street Redevelopment, LLC, as the Master Developer, is committed to working in close partnership with the City of Kissimmee and the full Project Team to refine the project vision and development program. Leveraging deep expertise and a results-driven approach, we will lead the execution of master development activities and provide coordinated support for the successful delivery of all vertical development components.

We believe great places are not just built—they're remembered. Edon Park draws from the soul of Kissimmee's past while boldly embracing its future.

Interactive Event Lawn

A community stage for cultural events, art fairs, and yes—Kissimmee's legendary life-size checkers match, revived and reimagined as an annual city tradition. Picture families gathering around oversized pawns and knights, reliving a beloved moment in the city's story.

Historic Echoes in Modern Design

Architecture and landscape elements will incorporate textures, signage, and materials that reflect Kissimmee's early rail, ranching, and tourism heritage. From interpretive art to subtle references in building facades, history will be woven into every step.

A True Urban Heartbeat

Edon Park will pulse with activity—retail, residential, dining, and gathering spaces arranged around a central park and plaza. It's a place to live, linger, and laugh. A home for small business and big dreams.

Culturally Anchored, Future-Focused

Smart infrastructure, sustainability, multimodal transit, and inclusive design will ensure the site grows with the city—and remains a place all residents feel proud to call their own.

Thoughtfully Mixed-Income Housing

A diverse mix of housing types is essential to support residents across all income levels and create a balanced, inclusive community.

Why Edon Park Matters

This is not just a project—it's a statement of intent. Edon Park will:

- Ignite the Vine Street corridor
- Reclaim public space for people, not just cars
- Celebrate Kissimmee's unique story
- Create lasting economic and social value

This destination will promote a welcoming and respectful culture where everyone feels valued.

The Origin of What's Next

Our team of developers and professional consultants include experience in the public and proviate sectors of development and bring experience that will elevate the success of the KMart redevelopment into a Destination. Our project teams project history includes projects such as Creative Village, Baldwin Park Town Center and some of Kissimmee's local gem's such as the Lake Toho Waterfront community.

Our proposed vision results in 600+ new homes, 80,000+ sf of retail and professional services suites, 75,000 sf state of the art sports facility combining technology and training, 40,000 sf of green space to host traditional events such as the tradition of Osceola County Human Checker game, along with many other events that community of Kissimmee has to offer from it's diverse culture..

We anticipate a 5-year master plan that will initiate with year 1 of city development agreement, master planning the site, and documentation of Phase 1 Multifamily development for bid and permit. Year 2 will introduce the site infrastructure and as Phase 1 construction begins the design and bids for Phase 2 Retail and Professional Service buildings commence. Rolling into Year 3 the construction of Phase 2 will commence in parallel to the design of Phase 3's Sport Facility. As years 4 & 5 construct effortlessly to completion of the new destination anchoring Vine Street.



1,000+
Residents



80,000+sf
Retail & Professional Space



75,000sf
Sports Facility



40,000sf
Green Space

dotloop signature verification: dtlp.us/cG32-szTu-CkMB

Attachment A:

Understanding of RFQ Procedures, Terms and Conditions

(To be returned with qualifications submission)

Invitation to Submit Qualifications
City of Kissimmee, Florida
RFQ2020-006

I acknowledge I have read and understand all procedures and requirements of the above referenced RFQ and have complied fully with the general terms and conditions outlined in the RFQ.

Development Team: CapStrata Development Co LLC fka CapStack Development Co LLC

Representative's Signature: Veronica Malolos dotloop verified 07/14/25 6:31 PM EDT CIBE-GMQY-S2GN-UVNI

Representative's Printed Name: Veronica Malolos, CCIM

Date: 07/14/2025

Development Team: Hedrick Brothers Development, LLC

Representative's Signature: Burk Hedrick

Representative's Printed Name: Burk Hedrick

Date: 07/16/2025

dotloop signature verification: dtlp.us/77Ph-Mv8z-ZYMR

CITY OF KISSIMMEE
1883

May 5, 2025

Addendum No.1

Project: Kmart Site Redevelopment Project
Bid No: RFQ2025-005

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

A. Clarification of Dropbox link in RFQ Document: Incorrect Dropbox link was inserted please see correct one below.

SUPPORTIING DOCUMENTS

To better understand the VSCRA's objectives, as well as the opportunities and constraints for redeveloping the site(s), the following documents are available in electronic format and may be obtained at:

https://www.dropbox.com/scl/fo/myc92e53ttqnqyev9dpwe/AKaQ8-6jEgtGuIIubG7koXI?rlkey=eevhi28c24wv0ruyhmo8edx4c&st=0kx3fcu5&dl=0

- VSCRA Master Redevelopment Plan
- VSCRA boundary map
- Kissimmee Bicycle and Pedestrian Master Plan
- Regional Stormwater Facility Study
- Boundary surveys
- Phase I environmental site assessment

ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Procurement Manager

dotloop signature verification: dtlp.us/77Ph-Mv8z-ZYMR

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)

Veronica Malolos dotloop verified 07/14/25 6:36 PM EDT PF1Y-KWNC-FOME-NNGB
(Signature)
COMPANY NAME CapStrata Development Co LLC fka CapStack Development Co LLC
COMPANY ADDRESS 1081 E Lakeshore Blvd., Kissimmee, FL 34744
BY: Veronica Malolos dotloop verified 07/14/25 6:36 PM EDT 4LKY-ARZR-EN9C-JRMS
(signature)
Veronica Malolos, CCIM/ Founder EMAIL: veronica@capstrata.com
(typed name/title of signer)

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)

Burk Hedrick
(Signature)
COMPANY NAME Hedrick Brothers Development, LLC
COMPANY ADDRESS 174 West Comstock Ave, Suite 200, Winter Park, FL 32792
BY: Burk Hedrick DATE: 7/16/2025
(signature)
Burk Hedrick / President EMAIL: burk@hedrickbrothers.com
(typed name/title of signer)

dotloop signature verification: dtlp.us/iEMs-bzzm-0CS2

CITY OF KISSIMMEE 1883

May 8, 2025

Addendum No.2

Project: Kmart Site Redevelopment Project
Bid No: RFQ2025-005

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question 1: Please provide the estimated construction cost for this project. Do you foresee the value range being $25M - $50M?

Answer: Since this is an RFQ, we do not have an estimated construction cost at this time. As part of the submission requirements, proposers are expected to include a detailed pro forma outlining their estimated construction costs.

ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 2 (IF APPLICABLE)

Veronica Malolos dotloop verified 07/14/25 6:13 PM EDT XR0N-W4KH-5FS4-T4NR
(Signature)
COMPANY NAME CapStrata Development Co LLC fka CapStack Development Co LLC
COMPANY ADDRESS 1081 E Lakeshore Blvd., Kissimmee, FL 34744
BY: Veronica Malolos dotloop verified 07/14/25 6:13 PM EDT 6WHX-9IHK-4JWW-FBHG
(signature)
Veronica Malolos, CCIM/ Founder EMAIL: veronica@capstrata.com
(typed name/title of signer)

ACKNOWLEDGMENT OF ADDENDA NO.(S) 2 (IF APPLICABLE)

Burk Hedrick
(Signature)
COMPANY NAME Hedrick Brothers Development, LLC
COMPANY ADDRESS
BY: Burk Hedrick DATE: 7/16/2025
(signature)
Burk Hedrick / President EMAIL: burk@hedrickbrothers.com
(typed name/title of signer)

1

dotloop signature verification: dtlp.us/QRJb-cA6l-pdQT

CITY OF KISSIMMEE 1883

June 9, 2025

Addendum No. 3

Project: Kmart Redevelopment Project
Bid No: RFQ2025-005

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question 1: Vendors wanted clarification on 5 or 8 stories – you mentioned that 5 was the maximum allowed in zoning and you also mentioned you were going to talk to planning on how could vendors get that bonus.

Answer: The maximum stories allowed by the T5-U Zoning District is 5 stories.

In order to increase the stories to the bonus 8 stories, they would need to meet 1 of the development bonuses in Section 14-5-13 of the Land Development Code (LDC) which is either mixed use, affordable housing, or public open space & amenities. A parking garage that meets the standards of that section can have additional floors as well.

Below is the link to this section of the LDC to fully understand what needs to be provided to take advantage of the bonus floors.

https://library.municode.com/fl/kissimmee/codes/code_of_ordinances?nodeId=PTIIILADECO_CH14-5FOSECO_14-5-13DEBO

Question 2: The Winter Park location, besides parking, are there any other things you are looking for? (parking maximum?) (you were going to let them know the parking maximum).

Answer: The Winter Park location is an example of our vision and goals for the Kmart site. Although the Kmart site is slightly smaller, we believe Winter Park Village serves as a strong example of the site's potential in terms of both uses and density. Please refer to the RFQ and pre-bid presentation for our project vision and objectives.

dotloop signature verification: dtlp.us/QRJb-cA6l-pdQT

ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 3 (IF APPLICABLE)

Veronica Malolos dotloop verified 07/14/25 6:19 PM EDT IWL4-DDMT-YUCL-WBXK
(Signature)
COMPANY NAME CapStrata Development Co LLC fka CapStack Development Co LLC
COMPANY ADDRESS 1081 E Lakeshore Blvd., Kissimmee, ,FL 34744
BY: Veronica Malolos dotloop verified 07/14/25 6:19 PM EDT JKTO-DTAK-VHU5-FMYA
(signature)
Veronica Malolos, CCIM/ Founder EMAIL: veronica@capstrata.com
(typed name/title of signer)

ACKNOWLEDGMENT OF ADDENDA NO.(S) 3 (IF APPLICABLE)

Burk Hedrick
(Signature)
COMPANY NAME Hedrick Brothers Development, LLC
COMPANY ADDRESS 174 West Comstock Ave, Suite 200, Winter Park, FL 32789
BY: Burk Hedrick DATE: 7/16/2025
(signature)
Burk Hedrick / President EMAIL: burk@hedrickbrothers.com
(typed name/title of signer)

dotloop signature verification: dtlp.us/YYq2-vUuW-AwfP

dotloop signature verification: dtlp.us/YYq2-vUuW-AwfP

CITY OF KISSIMMEE 1883

July 10, 2025

Addendum No. 4

Project: Kmart Redevelopment Project
Bid No: RFQ2025-005

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

- *This will be the last Addendum for this project, no more questions will be accepted.*

Question 1: Can staff please clarify and confirm the number of copies required for submittal and if a CD or flash drive is accepted for digital format? On page 2 of the RFP under item II, it says "one original, one copy and one electronic copy on CD or flash drive." But on page 13 of the RFP under item L – Submission Requirements, it says "one original, one electronic version on CD and eight copies of all documents."

Answer: For clarification/confirmation it will be one (1) original, eight (8) copies and one (1) electronic copy on CD or Flash Drive for this RFQ.

Section I. Development

A. Vision, Intent & Community Impact

1. **Conceptual Plan Flexibility**
   - Which elements of the conceptual plan presented in the RFQ are mandatory versus illustrative?

     Answer: Please refer to RFQ sections E and F. The conceptual plan presented in the RFQ is an illustrative example.
2. **Attainable Housing Definitions**
   - How does the City define "attainable housing" in the context of this project?

     Answer: To be discussed with the selected developer at a later date.
   - Are there specific Area Median Income (AMI) thresholds or ranges the City would like the development to target across various income tiers?

     Answer: To be discussed with the selected developer at a later date.
3. **Community Benefit Priorities**
   - What types of community benefits (e.g., green space, public art, retail mix, cultural or civic uses) does the City or VSCRA consider "high impact" for this redevelopment?

     Answer: Please refer to RFQ sections E and F.

B. Zoning, Code, and Planning Considerations

5. **Interpretation and Flexibility of Zoning (T5-U)**
   - How strictly does the City interpret T5-U zoning regarding massing, setbacks, and use mix?

     Answer: Zoning is interpreted as written. Please refer to the Land Development Code, Chapter 14-5, the property is zoned T5-U ((Mixed-Use Urban Core) Transect.
   - Are additional height or other bonuses available through affordable housing, sustainability, or other initiatives?

     Answer: Please refer to the Land Development Code, Chapter 14-5, the property is zoned T5-U ((Mixed-Use Urban Core) Transect.
6. **Form-Based Code Waivers and Variances**
   - Are any form-based code waivers, variances, or modifications pre-approved or potentially available for this site?

     Answer: Please refer to the Land Development Code, Chapter 14-5, the property is zoned T5-U ((Mixed-Use Urban Core) Transect.
7. **Design Review and Approval**
   - Is there an architectural review board or other design approval process required for projects in this district?

     Answer: Yes. Please refer to https://www.kissimmee.gov/files/assets/kissimmee/v/1/documents/docs-development-services/site-specific-redevelopment-plan.pdf
   - What are the submission steps and expected timeline for design approvals?
     Answer: Please refer to https://www.kissimmee.gov/files/assets/kissimmee/v/1/documents/docs-development-services/site-specific-redevelopment-plan.pdf
8. **Stormwater and Retention Pond Considerations**
   - What are the City's requirements or options for the existing dry retention pond on the Thacker parcel?

     Answer: Please refer to RFQ sections E and F.
   - Is underground or off-site stormwater management permissible for this project?
     Answer: To be discussed with the selected developer.
9. **Sustainability Standards and Incentives**

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- How does the City define “green infrastructure” in the context of sustainability goals?

  Answer: Please refer to RFQ sections E and F.

- Are there incentives for achieving LEED, Green Globes, or similar third-party certification standards?

  Answer: Please refer to RFQ section I.

C. Infrastructure, Utilities & Public Improvements

11. **Planned Infrastructure Improvements**

- What infrastructure improvements (e.g., roadway expansions, utility upgrades, streetscape projects) are currently planned or funded for the surrounding area?
  Answer: Please refer to https://www.kissimmee.gov/Business-Development/City-Projects/City-Wide-Road-Resurfacing and https://www.kissimmee.gov/Business-Development/City-Projects.

12. **City Participation in Off-Site Improvements**

- Will the City consider participating in funding or constructing off-site improvements such as traffic signals, grid extensions, or utility relocation?

  Answer: Please refer to RFQ section I.

13. **Easements, Utilities, and Environmental Constraints**

- Are there any existing easements, utility conflicts, or environmental concerns that could affect site planning or construction phasing?

  Answer: Please refer to RFQ section J.

D. Disposition Process & Development Agreement

14. **Purchase Option Agreement Terms**

- What are the key business terms the City plans to include in the Purchase Option Agreement (e.g., timeline for performance, milestone requirements, clawbacks, affordability obligations)?

  Answer: To be discussed with the selected developer at a later date.

15. **Flexibility for Parcel Assembly**

- Will there be flexibility to assemble or acquire adjacent parcels as part of the development agreement negotiation?

  Answer: To be discussed with the selected developer at a later date.

16. **Public-Private Partnership Models**

- What types of public-private partnership models is the City open to considering (e.g., joint ventures, phased land take-downs, TIF or other financing structures)?
  Answer: Please refer to RFQ section I.

dotloop signature verification: dtlp.us/YYq2-vUuW-AwfP

Section II. Electrical Infrastructure

1. Existing Infrastructure

- What is the current electrical service capacity available at the site?

  Answer: Please refer to https://kua.com/.

- Are there existing electrical utility maps or as-built drawings for the site and adjacent streets?

  Answer: Please refer to https://kua.com/.

- Are there any known issues with the existing electrical infrastructure (e.g., outdated transformers, insufficient capacity, power quality concerns)?

  Answer: Please refer to https://kua.com/.

- Where are the nearest substations, feeders, and primary distribution lines?

  Answer: Please refer to https://kua.com/.

2. Service Upgrades and Requirements

- Will the city or utility provider require any offsite upgrades to accommodate a higher density or mixed-use project?

  Answer: To be discussed with the selected developer at a later date.

- Are there any planned utility upgrades in the area that might impact the site or could be coordinated with this development?

  Answer: Please refer to https://kua.com/.

3. Utility Easements and Access

- Can you provide a map of all recorded and unrecorded electrical easements on the parcels in question?

  Answer: Not at this time. Will be provided to the selected developer.

- Are there any restrictions on relocating existing electrical lines or equipment?

  Answer: To be discussed with the selected developer at a later date.

dotloop signature verification: dtlp.us/YYq2-vUuW-AwfP

- What is the city's policy on undergrounding utilities (e.g., does the city encourage or require underground electrical service)?

  Answer: To be discussed with the selected developer at a later date.

4. Coordination and Permitting

- Is there a designated city liaison or utility coordinator for this project?

  Answer: Yes.

5. Sustainability and Innovation

- Are there city or utility programs for incentives or rebates for energy-efficient systems or smart grid infrastructure?

  Answer: Please refer to RFQ section I.

6. Planning for Phasing and Future Growth

- Does the city anticipate any future changes to utility service requirements or zoning that could affect long-term electrical demand at this site?

  Answer: To be discussed with the selected developer at a later date.

7. Utility Relocation and Protection

- What is the city's protocol for protecting, relocating, or upgrading electrical infrastructure during demolition of the existing structures?

  Answer: Please refer to https://www.kissimmee.gov/Business-Development/Permits-Inspections/File-for-a-Permit.

- Are there any known conflicts with existing underground utilities (e.g., water, sewer, telecom) that may affect electrical utility placement?

  Answer: Please refer to RFQ section J.

Section II. Water & Waste Water Infrastructure

1. Existing Infrastructure and Capacity

- What is the current water and wastewater service capacity available at the site?

  Answer: https://www.tohowater.com/development

- Where are the nearest water mains, sanitary sewer mains, and lift stations in relation to the property?

  Answer: https://www.tohowater.com/development

dotloop signature verification: dtlp.us/YYq2-vUuW-AwfP

- What is the existing pipe size, age, and material for both water and sewer lines serving or adjacent to the property?

  Answer: https://www.tohowater.com/development

- Is there a current dedicated meter to this site?

  Answer: https://www.tohowater.com/development

2. System Condition and Constraints

- Are there any known issues with the current water or wastewater infrastructure (e.g., capacity, age, maintenance needs, inflow/infiltration, water pressure concerns)?

  Answer: https://www.tohowater.com/development.

- Are there any service limitations or pressure/flow deficiencies in the area that might impact higher-density or mixed-use development?

  Answer: https://www.tohowater.com/development.

- Have there been recent utility studies (e.g., water, sewer master plans) completed for this area?

  Answer: https://www.tohowater.com/development.

3. Upgrades, Expansion, and Coordination

- Is there capacity in the existing wastewater system to handle the anticipated flow from the new development, or will offsite improvements be necessary?

  Answer: https://www.tohowater.com/development.

- Are there plans for any public utility upgrades (water, sewer, stormwater) in this corridor that could be coordinated with the redevelopment?

  Answer: https://www.tohowater.com/development.

- What is the City's policy on private on-site lift stations or booster pumps if needed for service?

  Answer: https://www.tohowater.com/development.

4. Permitting and Review Process

- Are there any unique permitting, review, or inspection requirements for this project area?
  Answer: Yes. Please refer to https://www.kissimmee.gov/files/assets/kissimmee/v/1/documents/docs-development-services/site-specific-redevelopment-plan.pdf.

- What is the typical timeline for approval of water and wastewater utility plans for projects of this scale?

  Answer: To be addressed by TWA. https://www.tohowater.com/development.

5. Utility Easements, Relocation, and Protection

- Can you provide a map of all water and sewer easements, both recorded and unrecorded, on and around the property?

  Answer: Not at this time. Will be provided to the selected developer at a later date.

dotloop signature verification: dtlp.us/YYq2-vUuW-AwfP

6. Sustainability, Conservation, and Innovation

- Does the City encourage or require water conservation measures, such as low-flow fixtures, smart irrigation, or onsite water reuse (graywater, rainwater harvesting)?

  Answer: Yes.

- Are there City or regional incentives for green infrastructure, such as permeable pavement, bioswales, or stormwater reuse?

  Answer: Please refer to RFQ section I.

- Are there opportunities or requirements for decentralized wastewater treatment or water reuse systems on this site?

  Answer: To be addressed by TWA. https://www.tohowater.com/development.

7. Fire Protection and Emergency Considerations

- What are the fire flow requirements for this site, and is the current water infrastructure sufficient to meet them?

  Answer: To be addressed by TWA. https://www.tohowater.com/development.

- Are there requirements for new or upgraded fire hydrants, or additional onsite fire protection systems?

  Answer: To be addressed by TWA. https://www.tohowater.com/development.

8. Future Planning and Phasing

- Does the City anticipate any changes to water or wastewater service requirements that could affect long-term development of the site?

  Answer: To be addressed by TWA. https://www.tohowater.com/development.

Section III. Architectural Requirements

1. Open Space and Landscape Integration

- Are there any specification requirements from the city of landscape integration?

  Answer: Please refer to the Land Development Code, Chapter 14-5, the property is zoned T5-U ((Mixed-Use Urban Core) Transect.

2. Sustainability and Building Performance

- Are there minimum requirements for green building certification, energy efficiency, or climate resilience?

  Answer: Please refer to the Land Development Code, Chapter 14-5, the property is zoned T5-U ((Mixed-Use Urban Core) Transect.

3. Architectural Review and Approval

- Is there a process for design feedback before formal submission to streamline approvals?

  Answer: Yes. Please refer to https://www.kissimmee.gov/Business-Development/Permits-Inspections/File-for-a-Permit.

4. Flexibility and Innovation

dotloop signature verification: dtlp.us/YYq2-vUuW-AwfP

- Is the City open to innovative building typologies (e.g., modular, mass timber, adaptive reuse)?

  Answer: Please refer to the Land Development Code, Chapter 14-5, the property is zoned T5-U ((Mixed-Use Urban Core) Transect.

- Are there opportunities to propose unique or pilot approaches (e.g., co-living, micro-units, live/work lofts)?

  Answer: Please refer to RFQ sections E and F.

Section IV. Civil Engineering & Geotechnical

1. Existing Site Conditions & Surveys

- Can you provide any recent ALTA/NSPS land title surveys, boundary surveys, or topographic surveys for the site?

  Answer: Please refer to RFQ sections K.

- Are as-built civil site plans available for existing utilities, grading, and drainage systems?
  Answer: Click here to view site plan, https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:014af3bd-fbb9-4156-b659-40755ea4d99b

2. Geotechnical Investigations & Reports

- Has the City (or its consultants) completed a recent geotechnical or soils investigation for the property?

  Answer: Please refer to RFQ sections K.

- Are there records of groundwater depth, seasonal high water table, or soil bearing capacity for this site?

  Answer: No.

dotloop signature verification: dtlp.us/YYq2-vUuW-AwfP

- Has the site or nearby areas experienced any issues with sinkholes, subsidence, or unstable soils?

  Answer: No.

3. Environmental & Site Constraints

- Has a Phase II Environmental Site Assessment been completed? Will this be made available?

  Answer: Phase II Environmental Site Assessment has not been completed.

- Are there wetlands, protected species, or floodplain areas affecting site developability?
  Answer: No.

4. Stormwater Management

- What are the stormwater quantity and quality requirements for redevelopment? Are there specific retention, detention, or treatment standards for this area?

  Answer: Please refer to RFQ sections K.

- Is off-site discharge permitted, or is 100% onsite retention required?

  Answer: To be discussed with the selected developer at a later date.

- Is there a regional stormwater management facility serving the site, and what is its available capacity for new development?

  Answer: Please refer to RFQ sections K.

5. Utility Coordination

- Are updated utility maps (water, sewer, storm, gas, telecom, electrical) available for the site and adjacent ROW?

  Answer: Not at this time. Will be provided to the selected developer at a later date.

dotloop signature verification: dtlp.us/YYq2-vUuW-AwfP

- Are there conflicts with existing utilities or easements that may impact civil/site design?
  Answer: Please refer to RFQ sections J.
- Are there any moratoriums or known issues with utility connections in this corridor?

  Answer: No.

6. Access, Circulation, and Grading

- What are the standards for ADA compliance in site grading, path of travel, and public space design?

  Answer: Please refer to the Land Development Code, Chapter 14-5, the property is zoned T5-U ((Mixed-Use Urban Core) Transect.

7. Permitting & Approval Process

- Which departments or outside agencies must sign off on civil engineering plans (e.g., public works, water management district, FDOT)?

  Answer: Please refer to,
  https://www.kissimmee.gov/files/assets/kissimmee/v/1/documents/docs-development-services/site-specific-redevelopment-plan.pdf

8. Construction Considerations

- Are there adjacent infrastructures that require special protection or coordination during demolition or earthwork?

  Answer: To be discussed with the selected developer at a later date.

Section V. Additional Information to Request

1. Traffic & Mobility Studies

- Are there any recent or upcoming traffic impact analyses, mobility studies, or transportation models for the site and surrounding corridor?

dotloop signature verification: dtlp.us/YYq2-vUuW-AwfP

Answer: Please refer to https://www.kissimmee.gov/Initiatives/Kissimmee-Vision-Zero-Action-Plan or https://www.fdot.gov/statistics/trafficinfo/default.shtm

2. Utilities—Franchise & Private Providers

- Can you provide contact information or coordination requirements for private/franchise utilities (e.g., telecom, cable, gas)?

  Answer: No.

- Are there any known utility capacity limitations (e.g., gas pressure, fiber availability, telecom infrastructure, water/waste water, electric)?

  Answer: To be discussed with the selected developer at a later date.

3. Impact Fees, Development Charges, and Incentives

- What other financial incentives or grants (local, state, federal) could be available for this project (e.g., CRA grants, TIF, Opportunity Zone incentives)?

  Answer: Please refer to RFQ section I.

4. Historic, Cultural, or Archaeological Constraints

- Are there any known historic, archaeological, or culturally significant resources on or adjacent to the site that require special consideration?

  Answer: No.

5. Procurement & Decision-Making Process

- Can you provide a detailed schedule for anticipated development agreement negotiation periods?

  Answer: To be discussed with the selected developer at a later date.

6. Ownership, Title, and Land Assembly

dotloop signature verification: dtlp.us/YYq2-vUuW-AwfP

- Will the City assist with land assemblage or resolving title issues for adjacent parcels if needed?

  Answer: To be discussed with the selected developer at a later date.

7. Adjacent and Offsite Conditions

- Are there any known plans for development or redevelopment of adjacent parcels that could impact or complement our proposal?

  Answer: No.

8. Maintenance, Operations, and Post-Development Responsibilities

- After completion, what is the expectation regarding maintenance of public spaces, streetscapes, parks, or infrastructure?

  Answer: To be discussed with the selected developer at a later date.

9. Community and Stakeholder Engagement

- Are there key neighborhood groups, business associations, or other stakeholders the City recommends engaging with early in the process?

  Answer: To be discussed with the selected developer at a later date.

Section VI. Other Questions

- Are there any other available digital files (AutoCAD, GIS, Revit, PDFs, etc.) for site plans, utility layouts, zoning maps, and survey documents to aid in our design and analysis.

  Answer: Please refer to RFQ sections K.

- Is the City open to allowing the development team to provide professional services as part of due diligence—such as investigatory studies, traffic analysis, coordination with

dotloop signature verification: dtlp.us/YYq2-vUuW-AwfP

DOT, and geotechnical reports? If so, will the City facilitate access to necessary data, sites, or stakeholders to support this work?

Answer: To be discussed with the selected developer at a later date.

- As successful retail procurement is critical to the overall project, will the City provide sufficient flexibility in the project timeline to allow for identifying, negotiating with, and securing retail tenants prior to the completion of full design documents? If so, will the City collaborate with the development team to structure key project milestones accordingly?

  Answer: To be discussed with the selected developer at a later date.

ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

Veronica Malolos dotloop verified 07/14/25 6:28 PM EDT XYJM-X2X2-FJSC-C46L
(Signature)
COMPANY NAME CapStrata Development Co LLC fka CapStack Development Co LLC
COMPANY ADDRESS 1081 E Lakeshore Blvd., Kissimmee, ,FL 34744
BY: Veronica Malolos dotloop verified 07/14/25 6:28 PM EDT W12E-KI9S-PD1G-GJTW
(signature)
Veronica Malolos, CCIM/ Founder EMAIL: veronica@capstrata.com
(typed name/title of signer)

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

Burk Hedrick
(Signature)
COMPANY NAME Hedrick Brothers Development, LLC
COMPANY ADDRESS 174 West Comstock Ave, Suite 200, Winter Park FL 32789
BY: Burk Hedrick DATE: 7/16/2025
(signature)
Burk Hedrick / President EMAIL: burk@hedrickbrothers.com
(typed name/title of signer)

13

PROJECT TEAM

PROJECT TEAM

ORGANIZATIONAL CHART

Public-Private Partners

VINE STREET CRA + VINE STREET REDEVELOPMENT, LLC

Development Partners

CAPSTRATA (aka CapStack)
Co-Master Developer

HEDRICK BROTHERS
Co-Master Developer

Consultants & Advisors

LRG INVESTORS
Retail Developer

JOYCE DEVELOPMENT GROUP
Commercial Developer

CELY CONSULTING
Proforma & Financial Advisor

HEDRICK BROTHERS
Multifamily Development

USTLER GROUP
Pre-Development Advisor
(Creative VIllage Master Developer)

VHB, Inc.
Master Planning, Environmental & Transportation

KPM Franklin
Civil Engineering & Landscape Architecture

CORMIA DESIGN GROUP
Architect & Interior Design

HEDRICK BROTHERS
Multifamily Construction

VOTUM CONSTRUCTION
Construction Manager & Commercial Construction

CapStrata Group of Companies
(aka CapStack)

The CapStrata Group of Companies is an Osceola County-based commercial real estate enterprise committed to building thriving, inclusive communities through strategic, community-centered development. Our integrated platform includes CapStrata Development Co. LLC, CapStrata Commercial, and CapStrata Property Management — offering a full spectrum of services in development, brokerage, and asset management.

Founded by Veronica Malolos, CCIM — an Osceola County resident since 2002 — CapStrata is deeply rooted in the community we serve. We don't just work here; we live here, raise our families here, and are personally invested in shaping the region's future.

What sets CapStrata apart is our hyperlocal perspective. Our deep connection to the area informs every decision — from site selection and project design to tenant mix and long-term asset stewardship. Every project is intentionally crafted to reflect the character and evolving needs of the community, while aligning with broader city and county goals.

As trusted partners to Osceola County and the cities of Kissimmee and St. Cloud, we have delivered vibrant retail and office centers, and successfully led acquisitions, dispositions, and leasing for commercial properties across Central Florida — including retail, office, and industrial assets.

At CapStrata, we believe commercial real estate can be a vehicle for opportunity, connection, and resilience. As Kissimmee continues to grow, we're proud to play a role in its evolution — committed to responsible growth, inclusive progress, and a more connected future.

Previous teaming history with Ustler Group, Votum Construction, Cely Consulting, Joyce Development



VERONICA MALOLOS, CCIM
CEO & Founder

Veronica Malolos is a respected leader with over 22 years of experience in Florida's real estate industry. As the Founder and CEO of the CapStrata Group of Companies, she brings a deep and proven track record in development consulting, brokerage, and property management—anchored by unmatched hyper-local expertise across Osceola County and Central Florida.

She holds the elite CCIM (Certified Commercial Investment Member) designation—commercial real estate experts recognized globally as a hallmark of CRE excellence. In addition to pursuing her CCIM Development Specialist certification, she completed executive education at the Wharton School of Business at the University of Pennsylvania.

A committed and passionate civic leader, Veronica served for a decade on the Osceola County Planning Commission, including three years as Chair. She also held roles on the Osceola County Board of Adjustments and served as Vice-Chair/ Trustee of the Osceola County Education Foundation Charter School Board.

She continues to shape the built environment of the region through close collaboration with municipal departments as the real estate broker working hand-in-hand with the City of Kissimmee, City of St. Cloud and Osceola County on commercial property acquisitions, dispositions, and redevelopment initiatives.



VINCENT CAPUANO
VP of Project Management

Vincent graduated with honors from Georgia Tech and holds a degree in Mechanical Engineering with a Minor in Robotics. Before joining CapStrata, Vincent worked for nearly four years as a Robotics Project Manager II for Amazon. He was instrumental in the successful installation of 66 automated sortation machines across the Amazon fulfillment network and developed the standard procedure to streamline the installation and testing process. He was then tasked as the network-wide project manager for a case-depalletizing robotic arm, managing the installations and related construction processes across 6 fulfillment sites with a budget of $15.3 MM. Within his role, he routinely wrote and presented white papers to Director, VP, and SVP level leadership.

OSCEOLA COUNTY
PLANNING COMMISSION

OSCEOLA COUNTY PLANNING

Veronica Malolos, CCIM served on the Osceola County Planning Board for 10 years, including the last three years as Chairperson. During her tenure, she played a key role in shaping land use policy and guiding responsible growth throughout the county. Her leadership emphasized smart, inclusive development that balanced economic opportunity with community character, long-term sustainability, and the safeguarding of individual property rights. Through countless public hearings and stakeholder engagements, she built a reputation for thoughtful decision-making, transparency, and a deep commitment to Osceola County's future.

She was instrumental in fostering collaboration between public and private sectors, ensuring development aligned with both community needs and planning goals. Her contributions helped lay the foundation for a more resilient, forward-thinking approach to growth in one of Florida's fastest-growing regions.



STEVENS PLANTATION

As Development Coordinator, led several high-impact commercial projects in Osceola County, including the Stevens Plantation Retail Park Master Plan, and also served as Commercial Broker for the Stevens Plantation Retail and Corporate Campus, a major commercial hub in St. Cloud. This successful development is now home to key businesses such as Walmart Neighborhood Market & Gas, Heartland Dental, Café Barista (drive-thru), a veterinary hospital, daycare facilities, Prose Stevens Pointe Apartments, Ladybird Academy, and The Madison, a senior living high-rise—creating a vibrant center for neighborhood commerce, housing, and essential services. Also oversaw the development of Nolte Road Village and Nolte Road Village II, a pair of retail, office, and restaurant centers that continue to enhance the economic vitality of the surrounding community. These projects highlight a strong ability to align diverse stakeholders and deliver thoughtful, community-focused commercial real estate solutions tailored to local needs.

CCIM *The Commercial Real Estate Experts*

CCIM, DISTRICT PRESIDENT

Veronica Malolos, CCIM serves as the 2025 Central District President of Florida CCIM and is slated to lead as State President in 2027, reflecting her deep commitment to professional excellence and leadership in the commercial real estate industry. CCIM is a prestigious global network of commercial real estate experts—recognized as the movers and shakers of the industry—who drive innovation, influence policy, and lead transformational projects across markets. Under Veronica's leadership, the Central District has expanded its reach and impact, delivering high-value education, strategic networking, and strong advocacy for its members. A passionate champion for women in commercial real estate, Veronica also hosts the "Women Influencers" podcast that highlights female industry and business leaders and mentors the next generation of professionals—working to create a more inclusive, empowered, and diverse future for the industry.

CapStrata GROUP OF COMPANIES

HEDRICK BROTHERS CONSTRUCTION & DEVELOPMENT

Hedrick Brothers is a full-service general contracting and development firm with over four decades of experience delivering high-quality construction across Florida. Our team offers unmatched expertise in mixed-use, multifamily, and public-sectordevelopments, backed by a reputation for integrity, collaboration, and results. As a trusted partner in public-private initiatives,we bring deep experience working with municipalities, community redevelopment agencies, and private sector clients alike.

The mission of the Vine Street CRA to create a connected,walkable, mixed-use urban environment aligns directly with Hedrick Brothers' values. Our firm is committed to advancing community-centered developments that promote economic vitality, sustainability, and livability. From project inception through closeout, we prioritize placemaking,public engagement, and smart, long-term investment in Florida's urban cores.

We are proud to bring direct, relevant experience in the City of Kissimmee, highlighted by our upcoming Kissimmee Apartments project, led by our Hedrick Brothers Development division. Located just blocks from downtown, this transformative, high-density multifamily redevelopment reflects our understanding of the City's growth vision and housing priorities. The project will deliver thoughtfully designed residential units and community amenities, contributing to the continued revitalization of the urban core and aligning with local redevelopment goals.

Across the state, Hedrick Brothers has delivered complex urban redevelopment projects that balance residential, retail, and civic space. Our scope of work spans: multifamily and mixed-use vertical construction, public-private partnerships, CRA-funded developments, adaptive reuse and infill, projects in dense urban environments, preconstruction services that drive early cost certainty and schedule success.

Previous teaming history with Cormia Design Group & LRG



BURK HEDRICK,
CGC, MSRE, LEED
President of Development

EXPERIENCE
19 years total, 3 years with firm

EDUCATION
BS Building Construction
University of Florida

Master of Science in Real Estate (MSRE)
Hough Graduate School of Business
University of Florida

LICENSE/ CERTIFICATIONS
Florida CGC CFC1523741
Florida Real Estate Broker #SL3293912
American Institue of Constructors
- Associate Constructor
LEED Green Associate

Burk has over 19 years of experience in construction and real estate development with projects totaling over 8,000 units throughout the Sunbelt states and Florida. He has held prior roles with Epoch Residential, Bainbridge Companies, and The Aventon Companies. Burk is based in Winter Park with a focus on multifamily, office and industrial development as an owner/developer

SELECTED PROJECT EXPERIENCE

Abiding Apartments Kissimmee, FL
3-Story Garden | 366 Units
High-quality, scalable housing solutions Smart Land use.Supports workforce housing goals of the surrounding area.

Baldwin Park East Apartments
Orlando, FL
4-Story Garden | 363 Units
Mixed-use compatibility.
Walkable, accessible and neighborhood integration.

Sea Isle Apartments
Orlando, FL
4-Story Garden | 356 Units
Mid-rise, high-density with suburban comfort and urban proximity. Ample green space and pet-friendly amenities. Supports regional growth and workforce housing needs.

Nona Park Apartments
Lake Nona, FL
4-Story Garden | 302 Units
Higher-density, lifestyle-driven housing in an urbanizing corridor Modern amenities, regional accessibility, and neighborhood integration to attract long-term investment and community vitality.

Hoffner Apartments
Orlando, FL
4-Story Garden | 348 Units
Efficient land use while maintaining a community-focused layout and visual appeal.
Reinforces the value of scalable, amenity-rich development that promotes housing accessibility, economic diversity, and long-term community growth.

Alaira II Apartments
Orlando, FL
4-Story Garden | 306 Units
Mid-rise garden communities can be scaled to deliver attainable housing, lifestyle value, and long-term neighborhood enhancement. It demonstrates the market viability of well-amenitized, multi-building developments that align with smart growth and urban infill strategies.

Poinciana Apartments
Orlando, FL
4-Story Garden | 296 Units
Proven model for workforce and market-rate housing. Supports livability, growth, and sustainable neighborhood revitalization.



ARTHUR MILLER
Director of Operations - Commercial

EXPERIENCE
36 years total, 9 years with firm

LICENSE/ CERTIFICATIONS
30 Hour OSHA Certified Florida CGC
Procore Superintendent Certified
Procore PM Certified
First Aid/CPR Certified

Art brings over three decades of construction experience in the South Florida marketplace to his role at Hedrick Brothers Construction. Since joining Hedrick in 2016, his diverse portfolio spans high-tech aerospace, prestigious country clubs, Class A office spaces, and premier educational projects across the region. Earlier in his career, he specialized in high-end tenant buildouts for retail, dining, and office establishments, consistently delivering quality, precision, and client satisfaction.

SELECTED PROJECT EXPERIENCE

Riverstone Apartments
West Palm Beach, FL
8-Story Garden, 6 level parking | 374 Units
Multifamily design, walkability and connectivity driving, neighborhood growth, and efficient site planning.

NoRa District
West Palm Beach, FL
150,000 SF
$1B Adaptive Reuse & New Mixed-Use Development. Delivering Phase 1 of the NORA District redevelopment, a mixed-use focused project. Scope includes adaptive reuse of 9 warehouse buildings and construction of 4 new multistory structures, creating a vibrant Main Street with integrated hospitality, retail, office, and wellness spaces alongside extensive streetscape and green space improvements.

Mastroianni Family Office
Tequesta, FL
4-story | 46,770 SF
The office includes a car showroom, business lounge equipped with a car elevator from the 1st-floor garage, commercial kitchen, and an entertainment bar, lounge, and dining area. The 3rd floor opens to an executive boardroom, conference rooms, offices, and workspaces, all overlooking the intracoastal waterway. The office space is topped with executive suites and private conference rooms with a kitchenette, restroom, and shower.

BallenIsles Country Club
Palm Beach Gardens, FL
114,900 SF | Clubhouse Renovation and Expansion
The scope included a new grand lobby; main dining room and kitchen; banquet facilities; private dining rooms; Harry's Lounge; grille dining and kitchen; 19th Hole Bar; meeting rooms; men's and women's lounges and card rooms; boardroom and administrative offices. Exterior improvements included new parking areas, terraces, outdoor dining and patio spaces.

St. Andrews Country Club
Boca Raton, FL
120,000 SF
Multi-use Field, Luxury Club and Spa. Mixed-use planning and Community Destination.



JAY MONAGHAN
Project Executive

EXPERIENCE
20 years total, 1 year with firm

LICENSE/CERTIFICATIONS

OSHA 30 HR
OSHA HAZWOPER
OSHA Focus Training: Fall Protection, Scaffolding, Soils and Excavation, PPE, Electrical
NFPA 53 Hot Work
ADA/FHA Training

Jay is a highly experienced Construction Manager with 20 years of success leading Class A high-density multifamily projects valued between $75M and $135M. As a proven Project Executive, he brings strong leadership, real mentorship, and a deep understanding of contract compliance, critical path scheduling, safety protocols, budget control, and ADA/FHA standards. Jay is dedicated to delivering high-quality projects on schedule by motivating teams and subcontractors through effective organization, communication, and collaboration

SELECTED PROJECT EXPERIENCE

Alexan at Pembroke
Pembroke, MA
240 Units | $48 M.

Class A Multifamily |
Providing market-rate housing solutions.

Alexan at Bayonne Bay
Bayonne, NJ
600 Units | $125 M.
Master-planned development.
High-density, mixed-use residential neighborhood.

Modera West Hempstead
West Hempstead, NY
150 Units | $75 M.

Medium-density, TOD-focused multifamily housing. Housing diversity, economic activation, and sustainable community planning.

Modera Village of Hempstead
Hempstead, NY
160 Units | $68 M.

A commitment to inclusive community growth, blending market-rate and affordable housing in a transit-accessible setting. Foundation for long-term urban revitalization

Modera Mineola
Mineola, NY
300 Units | $85 M

Transit-Oriented Multifamily | Downtown Revitalization. Strategic infill development.

Modera Hudson Riverfront
Yonkers, NY
300 Units | $82 M

Waterfront Multifamily Urban Infill Redevelopment. Reconnected communities to natural assets, created walkable mixed-use environments, and attracted long-term investments to the historically industrial corridor.



RYAN HUTCHINS LEED AP
Chief Estimator

EDUCATION
BS Construction Management
Florida International University

LICENSE/CERTIFICATIONS

USGBC LEED AP
30 Hour OSHA Certified

Ryan Hutchins, LEED AP, brings 19 years of industry expertise with a focus on managing cost estimations for logistically challenging projects. He oversees all preconstruction phases, including detailed estimating, scope review, value analysis, and subcontractor management. His broad experience spans government, office, retail, hospitality, and educational sectors, consistently delivering projects of exceptional quality.

SELECTED PROJECT EXPERIENCE

Riverstone Apartments
West Palm Beach, FL
8-Story Garden, 6 level parking | 374 Units

Multifamily design, walkability and connectivity driving neighborhood growth. Efficient site planning.

Caretta
Juno Beach, FL
Four, 5-story buildings | 95 Units
22,000 SF of mixed-use space retail, restaurant, and office uses for residents and the community.

Wellington Bay
Wellington, FL
6-Story | 307,156 SF | 175 Units

Senior-focused mixed-use housing. Redevelopment goals that emphasize quality of life, health-oriented infrastructure and community-driven growth.

Waterview Apartments, Mangonia Park
West Palm Beach, FL
6-Story | 140 Units

Urban infill and workforce housing development. 112-space parking garage. Maximizing density while maintaining livability | Model for smart, equitable growth in emerging neighborhoods.

Tropical World Nursery
Boynton Beach, FL
3-Story | 210 Units | 8.94 acres | 310,644 SF

Independent Living Facility. Dining, Fitness, Community Lounges, and Activity Rooms.

205 Datura Garage
West Palm Beach, FL
A complete interior and exterior renovation/ conversion of a 95 year old five story office building in downtown West Palm Beach to a Class A status boutique office building. 205 Datura features a private “resort-style” courtyard, Intracoastal waterway views, and an attached 10 story parking garage.

BallenIsles Sports Complex
Palm Beach Gardens, FL
Renovation of the existing Athletic Center, including new interior finishes, enclosure of exterior balconies for added interior space, expanded dining area, new playground, lap pool addition, and modifications to existing pools. A new multi-purpose room will be constructed above the second floor of the existing building.



KISSIMMEE APARTMENTS

Kissimmee, FL

366 Units | 496,382 SF

Located in the heart of Central Florida, this 21.14-acre luxury apartment complex features 366 upscale units spread across twelve three-story buildings and a unique six-unit Carriage Building. The community offers a range of modern amenities, including a clubhouse that acts as a social hub, a lakeside pool for relaxation, and dedicated co-working spaces for professionals. One of the highlights is the scenic trail connecting residents directly to the marina and downtown Kissimmee, offering easy access to dining and entertainment. Additional conveniences include ample parking, package services, eco-friendly waste management, and pet-friendly facilities. This project combines sophisticated living with a vibrant community atmosphere, tailored to enhance every aspect of residents' lifestyles.



BALDWIN PARK EAST APARTMENTS

Orlando, FL

363 Units | 496,382 SF

Baldwin Park East Apartments offers an unparalleled living experience within its five, four-story apartment buildings. This community is adorned with an array of best-in-class amenities designed for ultimate comfort and convenience. Central to the community is the one-story Clubhouse & Leasing office, a hub of activity and hospitality. The inviting Pool amenities include and outdoor kitchen, hammock gardens and fire pits perfect for leisure and gatherings. Addressing the practical needs of its residents, the complex includes eight garage structures providing ample parking space. The community includes a package locker system with 24-hour access. Pet lovers will be thrilled with the thoughtful inclusion of a Pet Spa and Dog Park, catering to the enjoyment and care of their furry friends. Expected completion date October 2026.



WATERVIEW APARTMENTS

Riviera Beach, FL

140 Units | 112 Space Garage | 180,968 SF

Hedrick Brothers Construction is currently working on Waterview Apartments, a workforce housing development in Palm Beach County. This affordable housing project will feature 140 modern units spread across a six-story, 180,968-square-foot structure built using innovative tunnel form construction. With a podium-style parking garage offering 112 spaces, the development efficiently utilizes its one-acre site (43,560 square feet). Waterview Apartments is designed to provide functional, high-quality housing with 92,999 sellable square feet, supporting the growing demand for affordable living options in the area. Construction is set to begin in Q1 2025

Ustler Group of Companies

Quality of life issues and focus on urban design are trademarks of Ustler projects.

Notable real estate projects include: Alta at Health Village Apartments, Residence Inn by Marriott – Downtown Orlando, 800 North Orange, The Ivy – Residences at Health Village Apartments, GAI Building, 801 North Orange, Thornton Park Central, Eola South Condominiums and Osceola Brownstones.

Ustler is currently focused on master development at Creative Village, which is a joint venture between Banc of America Community Development Corporation, a local development entity led by the Ustler team and the with the City of Orlando. Creative Village is a 68-acre urban Innovation District at the former Amway Arena site in Downtown Orlando. The UCF/Valencia Downtown Campus at Creative Village opened in August 2019 with over 7,000 students. Ustler is President and principal of Creative Village Orlando, LLC, which is the local entity and partner in Creative Village Development, LLC.

Ustler is the developer or co-developer of several vertical development projects at Creative Village including the $105 million UnionWest student housing project that opened in August 2019, The Julian Apartments valued at approximately $108 million that opened in August 2020, and the $62 million Electronic Arts Orlando Studio that was completed in October 2021.

Collectively, Ustler's real estate projects represent more than $450 million in development activity.

Previous teaming history with CapStrata (aka Capstack), Cely Consulting, VHB, Votum Construction



Craig Ustler, MAI CCIM
Owner & President

EXPERIENCE
36 years total

EDUCATION
BA Urban Economics, Minor in Business Admin
University of Florida

Master in Real Estate
University of Florida

LICENSE/ CERTIFICATIONS
MAI
CCIM

Ustler has served on the board of the Downtown Orlando Partnership, Downtown Arts District and City of Orlando Board of Zoning Adjustment. Other professional involvement includes the Urban Land Institute, National Association of Industrial and Office Properties, International Downtown Association,

Congress for the New Urbanism, Seaside Institute, International Council of Shopping Centers, Central Florida Commercial Real Estate Society and Leadership Orlando. Ustler is a noted speaker, guest lecturer and researcher for various professional and educational organizations including the Congress for the New Urbanism, International Downtown Association, Urban Land Institute, University of Miami School of Architecture, University of Florida, New York University, Columbia University, Rollins College and University of Central Florida.

Ustler is active in several community organizations. He currently serves on the Dr. Phillips Center for the Performing Arts Board and its Executive Committee as well as the Urban Land Institute Central Florida Advisory Board. For many years Ustler was the Co-Chairman of the Urban Think Foundation Board. He served on the Executive Advisory Committee for Project DTO. Ustler is the founder and past president of the Downtown Orlando Foundation and has served on the board of the Historical Society of Central Florida. Ustler is a third-generation Orlando resident.

Ustler has received numerous awards and recognition for business excellence and community involvement including: “Best Commercial Real Estate Developer” by Orlando Magazine in 2024, “Downtowner of the Year” by the Downtown Orlando Partnership in 2023, CFCAR Hallmark Awards – Wilbur Strickland Lifetime Achievement Award in 2023, NAIOP Central Florida Developer of the Year in 2022, “John Nolen Medal for Contributions to Urbanism in Florida” by Congress for the New Urbanism Florida in 2021, “Developer of the Year” by Orlando Business Journal in 2019, ”Florida 500 List of Most Influential Floridians” by Florida Trend Magazine annually since 2018, Orlando Magazine’s “50 Most Powerful People in Orlando” annually since 2004, Orlando Sentinel’s “Central Florida’s 25 Most Powerful” annually since 2010, Orlando Business Journal 2011 Most Influential Businessmen – Real Estate, NAIOP Central Florida Developer of the Year in 2010, Orlando Magazine’s “Real Estate’s Best – The Hot 100” from 2006 - 2009, Orlando Magazine’s “Best Corporate Citizen” and “Local Hero” in 2006, Orlando Business Journal’s “40 Under 40” in 2005, “Downtowner of the Year” by the Downtown Orlando Partnership in 2002 and Orlando Magazine’s “Best Realtor in Orlando” in 2002.

Ustler was President and a founding principal of Urban Life Management Restaurant Group, which was formed in 1999 and developed, owned and operated several successful restaurants in Downtown Orlando for many years. ULM Restaurant Group evolved into various related restaurants. Ustler is currently a principal of Reyes Mezcaleria and The Monroe. Ustler and ULM Restaurant Group were founding principals of the groundbreaking HUE Restaurant as well as Kres Chophouse. Ustler was also a partner in the critically acclaimed and longstanding restaurant Soco Thornton Park. Collectively, Ustler restaurants are widely credited with reviving the downtown dining scene and have received numerous culinary and design awards.



CREATIVE VILLAGE DEVELOPMENT

Orlando, FL

Creative Village Orlando, LLC is a joint venture between a local development team led by Craig Ustler and Banc of America Community Development Corporation. Together, they are partnering with the City of Orlando as the master developer for Creative Village—a transformative 68-acre urban infill redevelopment located on the former Amway Arena site in downtown Orlando.

Phase 1 of Creative Village was completed in August 2022 and represents more than $700 million in development activity. This first phase successfully established a critical mass of uses and users, including more than 8,000 students, faculty, and staff at the new UCF/ Valencia Downtown Campus, approximately 2,500 residents, and over 1,000 working professionals. A major highlight of the development is the Electronic Arts Orlando Studio, which serves as a corporate anchor and innovation driver within the district.

Creative Village has been intentionally designed as a mixed-use, transit-oriented, and innovation-focused community that blends education, high-tech industry, housing, and retail in a walkable, connected urban environment.



THORNTON PARK CENTRAL

Orlando, FL

This award-winning, $31 million mixed-use development set a new standard for urban infill in Downtown Orlando. Completed in 2001, the project features 40,000 square feet of Class A office space, 20,000 square feet of vibrant ground-floor retail, 56 loft-style condominiums, and a 340-space integrated parking garage—all thoughtfully designed to promote walkability and urban vitality. The development was led by Ustler Development, Inc. in partnership with Phil Rampy, both of whom played pivotal roles in advancing downtown Orlando's resurgence at the turn of the century.

As one of the earliest examples of mixed-use urban redevelopment in the region, this project helped to redefine the potential of formerly underutilized sites. The loft residences introduced a new housing typology to the downtown market, while the office and retail components supported local businesses and added daytime foot traffic to the area. Its lasting impact lies in the way it catalyzed interest and investment in downtown living and set the stage for future high-quality, mixed-use projects in the city's core.



ALTA AT HEALTH VILLAGE

Orlando, FL

This $75 million, seven-story urban infill apartment community features 285 thoughtfully designed residential units and was co-developed by the Ustler Group of Companies and Wood Partners. Completed in January 2022, the project is a key component of the Health Village master plan and aligns with AdventHealth's broader vision to create a dynamic, transit-oriented, mixed-use district centered on health, wellness, and innovation.

Located adjacent to the AdventHealth campus and SunRail station, the development supports walkability, multimodal access, and a high quality of life for residents seeking proximity to employment, healthcare, and urban amenities. The project contributes to the success of Health Village by increasing residential density, activating the area with round-the-clock occupancy, and attracting a diverse mix of professionals, healthcare workers, and urban dwellers. As a flagship development, it serves as a model for sustainable, transit-connected urban living that enhances both community vibrancy and economic vitality.

LRG Investors

LRG Investors (LRG) – Building Tomorrow's Retail Experiences, today. Our purpose is to develop and invest in daily-needs, value-add, and innovative retail real estate that inspires connection, elevates the consumer experience, and strengthens communities.

Since 2013, LRG has acquired, developed, and managed 34 retail properties across the U.S., totaling over 1M square feet. We've successfully exited 21 of those assets, delivering out-sized returns for our investors with a global project-level return of 23.87% IRR. With $134M in equity deployed, we have achieved project valuations exceeding $360 million.

The retail real estate world has undergone a profound transformation over the past decade. The rise of e-commerce, evolving consumer behavior, and rapid technological advancement have reshaped the industry. In this fast-moving landscape, LRG stands out as a nimble, experienced partner, helping retailers and investors navigate disruption—and capitalize on it.

Nowhere is opportunity more pronounced than in the grocery-anchored sector where the supply-demand imbalance, driven by limited new development and strong tenant demand, has pushed vacancy rates to a historic low of 3.5% as of Q4 2024—down 100 bps from their pandemic peak. Coupled with shifting demographics and aggressive expansion plans by grocers and growth brands, the stage is set for adaptive reuse and net new construction. LRG is ready to deliver.

Our team combines the expertise of developers, investors, advisors, and former retail real estate executives. This tenant-side experience, bolstered by deep relationships and real-time market intelligence, gives us a competitive edge. Our sister company, Lockehouse Retail Group – the largest independently owned retail-focused brokerage firm in California – represents more than 138 tenants exclusively.

To build what's next, you need more than capital. You need foresight, relationships, and a world-class team. Meet LRG Investors.

Previous teaming history with Hedrick Brothers Development



JOE BRADY
Cheif Executive Officer

EXPERIENCE
35 years total

EDUCATION
BACH Electrical Engineering
Villanova University,

MBA
University of North Carolina at Chapel Hill

Joe Brady is a Commercial Real Estate expert with extensive experience in retail and office real estate. As the former CEO of Americas of The Instant Group. Brady has been on the forefront of accelerating technology, changing consumer behavior and real estate. Prior to The Instant Group, Brady was the head of real estate for Walgreens, managing a vast, 150 million square foot portfolio with an annual operating budget exceeding $4 billion and annual capex budget of $1 billion. This role gave him in-depth experience in managing high-volume retail environments and implementing strategies for efficiency and growth. He was also a founder and partner of The Standard Group, a company that was later acquired by JLL in 2008. He is also the authoer of “Work- Shop” - The consumer-driven transformation of Commercial RealEstate and a Global Trustee of ICSC and guest lecturer at UF’s Warrington School of Business.

AREAS OF FOCUS
- Prefered Development
- Acquire Value-Add,
- Grocery Anchored Centers
- Bulk-Land/mixed-use Development

AREAS OF FOCUS
VALUE-ADD
- Targeting 5% CAGR
- Blend & Extend or Mark to
- Market with Key Tenants
- Parcelization & Spin Off
- Components to Lower Project
- Cost Basis
- Outparcel Creation
- Spin Off Jr. Anchor Boxes with
- Limited Upside
- Transition to Smaller and Less
- Capital Intensive Spaces
- Distressed Debt on a Case-by-Case Basis

DEVELOPMENT
- Target: National or Regional
- Credit Retailers
- Quick Service Restaurants
- with Drive-Thru’s
- Medical Uses
- Ground Leases, Reverse Built to
- Suits and Vertical Construction

KEY DRIVERS
- Daily Needs Co-Tenancy
- Primary & Secondary Markets
- A and B Locations
- Center of Retail Gravity
- Capitalize on Established
- Tenant Relationships



AARON DAN
Senior VP of Aquisitions

EXPERIENCE
14 years total

EDUCATION
BA - Real Estate Development & City Planning
University of Southern California

All-American Track and Field
University of Southern California

EXPERIENCE
Registered Architect, FL
License #AR102826

Registered Interior Designer, FL
License #ID5398

Aaron Dan has been the Managing Director at Lockehouse Retail Group and Lincoln Property Company, two renowned names in the real estate sector. Throughout his initial tenure at Lockehouse, Aaron demonstrated his adeptness in retail real estate leasing and development. He effectively oversaw a portfolio of retail properties in excess of 4 million square feet, ensuring their optimal performance and profitability. Transitioning to Lincoln Property Company in 2021, Aaron continued to showcase his expertise in real estate leasing and development in charge of over 3 million square feet of existing and new commercial properties. Within his 3 years at LPC, he facilitated more than 600,000 square feet of new commercial leases.

34
Properties Acquired

$367M+
Project Valuation

$134M
Equity Deployed

23.87%
Leveraged IRR Project Cost Weighted Average

21
Successful Exits Since 2013

13
Assets Under Management

LRG INVESTORS



STRAWFLOWER VILLAGE
Half Moon Bay, CA

Repositioning of a 110,000-square-foot daily-needs shopping center anchored by Safeway and CVS. Leveraging its strong tenant relationship with Safeway, LRG is actively renegotiating a long-term lease extension while addressing significant deferred maintenance left by the previous owner. Planned improvements—including a full façade renovation, new signage, awnings, and upgraded landscaping—are expected to support a substantial increase in rents for the shop spaces. The property remains under active management.

Results

Status:	Under Management
Project Cost:	$36,000,000
Acquisition Date:	November 2023
Projected Unlevered IRR:	11.19%
Projected Levered IRR:	12.35%



NORTHGATE CENTER
Spokane, WA

Acquisition of a 69,000-square-foot multi-tenant retail shopping center anchored by US Foods Chef's Store and Michaels. Prior to closing escrow, LRG leveraged its strong relationship with US Foods to execute a 10-year lease extension in exchange for a $100,000 tenant improvement allowance—effectively de-risking the investment and generating significant imputed value. The property remains under active management.

Results

Status:	Under Management
Project Cost:	$8,800,000
Acquisition Date:	July 2021
Projected Unlevered IRR:	8.44%
Projected Levered IRR:	20.27%



MERIDIAN SQUARE
Concord, CA

Acquisition of a former restaurant site situated on 3 acres at the signalized intersection of Concord Avenue and Meridian Boulevard in Concord, CA. The existing structure was demolished and replaced with a new, ground-up 14,400-square-foot multi-tenant shopping center. The project was fully pre-leased to nationally recognized tenants including Habit Burger Grill, Mattress Firm, Blaze Pizza, Noodles & Company, and Jimmy John's.

Results

Status:	Sold
Project Cost:	$8,033,285
Sale Price:	$13,350,000
Hold Period:	2.13 years
Unlevered IRR:	26.91%
Levered IRR:	55.65%

Joyce Development Group, LLC

Joyce Development Group, LLC is a Florida-based real estate development and investment firm that has earned a reputation for delivering impactful, community-oriented projects throughout the State of Florida. Founded with a vision to transform underutilized land into vibrant destinations, Joyce Development focuses on commercial, retail, mixed-use, and lifestyle developments that add long-term value to the communities they serve.

The firm is built on decades of combined experience in the areas of land acquisition, planning, entitlements, construction, leasing, and asset management. Its leadership team brings a hands-on, vertically integrated approach to every project, ensuring that quality, design intent, and performance are maintained from concept to completion. By staying actively involved in every phase of development, Joyce Development is able to control outcomes, mitigate risks, and align each step of the process with the client's goals and community needs.

Headquartered in Jacksonville, Florida, Joyce Development has deep roots in the Central Florida region and a proven track record of working collaboratively with municipalities, engineers, architects, and local stakeholders. The firm's familiarity with the development landscape and permitting environment across Florida enables them to expedite project timelines and navigate regulatory hurdles with confidence.

Joyce Development's work reflects a commitment to placemaking and sustainable growth. Their portfolio includes high-profile projects such as Tapestry Park, The Cays, and Mercado Walk, each showcasing the firm's ability to blend functionality, aesthetics, and economic vitality into a unified vision. From neighborhood retail centers to dynamic mixed-use environments, every Joyce Development project is crafted with the end user in mind, creating spaces that attract people, promote connection, and drive local investment.

Previous teaming history with CapStrata (aka Capstack), Cely Consulting, VHB, Votum Construction



John M. Joyce
Principal

EXPERIENCE
35 + years total, 21 years with firm

PROFESSIONAL AFFILIATIONS
Past Florida State Director – International Council of Shopping Centers (ICSC)

Member – ICSC Editorial Boards and Program Committees

John M. Joyce is the Founder and Principal of Joyce Development Group, LLC, a Florida-based firm he established in 2004 with a focus on the development, leasing, and management of retail properties. The company specializes in a variety of retail formats, including small village centers, neighborhood grocery store centers, and multi-anchored power centers.

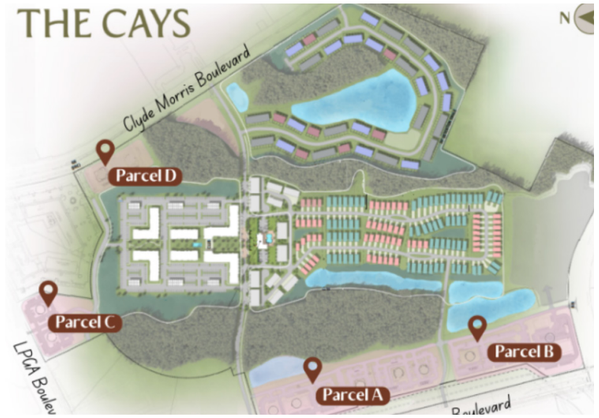
Mr. Joyce is a recognized veteran in the commercial real estate industry, having held prior executive management positions with well-known firms such as Aronov Realty Management, Faison, and Collier Enterprises. He is a former Florida State Director for the International Council of Shopping Centers (ICSC) and continues to serve actively on ICSC editorial boards and program committees.

Under his leadership, Joyce Development Group has become known for delivering thoughtfully designed and community-oriented retail environments throughout Florida.



TAPESTRY PARK
Jacksonville, FL

Tapestry Park is a mixed-use urban village master-developed by Joyce Development Group on the Southside of Jacksonville. The first phase (launched in 2006–2007) includes 52 townhome-style condominiums, a 96-room Hotel Indigo, approximately 41,000 SF of main-street retail, 16,000 SF of office condominiums, and a lakeside restaurant and boardwalk. Designed to blend residential, commercial, and hospitality elements in a walkable layout, Tapestry Park has redefined suburban infill development in its region.



THE CAYS AT DAYTONA
Daytona, FL

The Cays is a lifestyle-centric retail and dining destination located in Downtown Ocala. The project, spearheaded by Joyce Development Group, involves redevelopment of the urban core with boutique shops, restaurants, and streetscape enhancements. Designed to revitalize a formerly underutilized area, The Cays integrates outdoor seating, pedestrian connectivity, and local business frontage to support downtown economic renewal.



MERCADO WALK
St. Augustine, FL

Acquisition of a former restaurant site situated Mercado Walk is a 6.3-acre mixed-use center in Palencia Commons, just north of St. Augustine. Developed by Joyce Development Group, the project features one- and two-story retail and office buildings designed to serve adjacent residential neighborhoods. Launched around 2006–2007, Mercado Walk offers pedestrian-friendly retail, dining, and professional service spaces and reflects the firm's commitment to neighborhood-oriented design and phased delivery.

CORMIA DESIGN GROUP

CORMIA DESIGN GROUP

Cormia Design Group emerged as a result of an enduring mentorship between leadership and team members. Bridging the gap between various experience-level Architects allows each person to become a leader in their own way. The success of this collaboration has created a team built on open, clear, and concise communication; therefore creating lasting relationships through integrity. This same care and consideration appears in every project, with every client, no matter how big or small. Cormia Design Group prides itself on being careful listeners so that our clients have an enjoyable experience while teaming with us to take on their new projects. We strive to provide option-based solutions that meet their development goals and budget. To deliver successful, high-caliber projects, we will have regular meetings during the design and production periods, while providing the necessary information to ensure all parties are properly informed. Our team intuitively understands the relationship between structure, function, and the business of design and construction. It shows in our work. The passion we share for this industry influences how we approach design solutions and relate to our clients. We develop transparent communication strategies so that all team members from the client, to the Architect, to the contractor innately consider the greater good of the project goals. We also integrate environmentally conscious techniques into our designs wherever possible. Infusing an economical approach with ecological methodology and sustainable, natural elements are coded into the DNA of our design solutions. Cormia Design Group boasts a portfolio of successful projects in Orlando and across the Southeast. Our deep local knowledge and passion for our community align seamlessly with the city of Kissimmee's goals and capabilities. At the core of every project is our commitment to partnering with clients and consultants to fully understand the mission. Cormia Design Group has a staff of 38 team members who are dedicated to the success of every project. Located in Orlando, Cormia Design Group understands the importance of being available to address project needs expeditiously and with our in-house Construction Adminstration team we have a successful track record of creating an attentive and enjoyable experience during construction for our clients.

Previous teaming history with Hedrick Brothers, VHB, KPM Franklin



BEN HOOLEY
Vice President of Operations

EXPERIENCE
28 years total, 12 years with firm

LICENSE/CERTIFICATIONS
BACH Architecture

University of Cincinnati

Ben graduated from the University of Cincinnati with a bachelor's degree in Architecture and worked in Cincinnati and San Diego before making Orlando his home over a decade ago. He joined Cormia Design Group to work on residential, retail, office, light-industrial, government, and education projects.

He now focuses on multifamily and mixed-use projects. Ben is driven to "help our clients maximize their project's potential by guiding their design from early vision to finished built form. Building lasting relationships and having fun doing all of this is icing on the cake."

SELECTED PROJECT EXPERIENCE

Jade at North Hyde Park *Tampa, FL*
192 Units - 1 Building - 5 Stories
3,200 SF Retail
5,200 SF of Amenities
Structured Parking

Addison Square *Melbourne, FL*
276 Units - 5 Buildings - 4 stories
3 Carriage Buildings
27,000 SF of Amenities
10,700 SF Retail

Niche *Tampa, FL*
251 Units - 1 Building - 6 Stories

Aventon Gem Lake *Maitland, FL*
247 Units - 1 Building - 5 Stories

Bainbridge Universal Sandlake *Orlando, FL*
367 Units - 1 Building - 5 Stories

PAC Addison Square *Orlando, FL*
276 Units - 5 Buildings - 4 Stories
10,700 SF Retail

Bainbridge The Grand *Orlando, FL*
390 Units - 1 Building - 5 Stories

Bainbridge Mission Pointe *Lake Nona, FL*
300 Units - 4 Buildings - 4 Stories Each

Fore the Haven *Orange County, FL*
240 Units - 3 Buildings - 4 Stories Each

Axis at Brandon *Brandon, FL*
450 Units - 16 Buildings - 4 Stories

Bainbridge Bayview *Clearwater, FL*
281 Units - 2 Buildings - 5 & 7 Stories

Bainbrdige at Marina Shore *Tampa, FL*
351 Unit - 6 Buildings - 4 & 5 Stories
9600 SF of Amenities

The Venetian Fort Myers, FL
436 Units - 17 Buildings - 3 Stories
17 BUILDINGS, 3 STORIES EACH
6800 SF of Amentities

Bainbridge Sunlake Pasco County, FL
268 Units - 9 Buildings - 3 Stories
2 Carriage Buildings
8500 of Amenities



NATALIE CASEY
Director Of Design

EXPERIENCE
20 years total, 8 years with firm

EDUCATION
BACH - Interior Design
University of Florida
M.ARCH
University of Florida

LICENSE/CERTIFICATIONS
Registered Architect, FL
License #AR102826
Registered Interior Designer, FL
License #ID5398

Natalie is an Orlando native that has acquired a sound overall knowledge of leading-edge design principles and tools with an emphasis on designing for healthcare, corporate interiors, and community spaces. As a dual graduate from the University of Florida's Interior Design program and Graduate School of Architecture she possesses the ability to visualize and elevate the full design of a building inside and out. Natalie's ability to execute a project with strategic success is brought about by her exceptional communication and presentation skills. Her experience in hosting charettes for communities such as Parramore and the town of Eatonville will serve as a valuable resource to design process for the team.

SELECTED PROJECT EXPERIENCE

19 South Apartments *Kissimmee, FL*
16,000 SF Clubhouse, Gym,
Entertainment Space & Leasing

Hyatt Place *Wesley Chapel, FL*
Lobby & Public Spaces

Osceola Parkway Retail *Kissimmee, FL*
6,600 SF Tenant Retail Space

CDM Smith Office *Maitland, FL*
35,000 SF Tenant Office Space

Kalera Office Headquarters *Orlando, FL*
10,000 SF Tenant Office Space

Vernazza *Kissimmee, FL*
8,000 SF Clubhouse, Gym & Leasing

The Westerly Winter Garden, FL
16,000 SF Clubhouse

Lakeshore Even Center Renovation & Addition *Ocoee, FL*
15,000 SF Event Space and Ballroom

Orlando Utilities Commission (OUC)
Continuing Service agreement

Orange County Utilities Reloation Campus *Orlando, FL*
92,000 SF Facility Campus

Seaworld Headquarters Orlando, FL
50,000 SF Tenant Office Space

Orlando Immunology *MOB Orlando, FL*
20,000 SF Medical Office Space

Sherpards Hope *Kissimmee, FL*
10,300 SF Medical Office Building

Spurrier's Gridiron Grille *Gainesville, FL*
18,600 SF Restaurant and Rooftop Bar



CITY CENTER PLACE

Ocoee, FL

150 ACRES

City Center West Orange in Ocoee is a transformative, $400 million, 100-acre mixed-use development from Park Development Corp. Strategically positioned at the junction of SR 429, 408 and the Florida Turnpike, the project blends lakeside living with convenient urban amenities. Phase 1, now underway, includes about 500 condo residences, a hotel, a convention center, office space, and roughly 500,000 sq ft of retail and dining with scenic waterfront access. It's modeled as a walkable "live-work-shop" district similar to Winter Park Village. Sparking substantial job growth—an estimated 8,000 construction and ongoing service positions—the development aims to redefine Ocoee's city center and fortify its economy. This will bring to West Orange the walkable, lakeside town center Orlando's west side has been waiting for—stylish, convenient and future-focused.



GRAND CENTRAL

Tampa, FL

8 Acres

Grand Central at Kennedy is a sleek, $145 million, mixed-use landmark by Mercury Advisors in Tampa's Channel District. Completed in 2009, the twin-tower complex (12 & 14 stories) spans two city blocks and comprises 392 residential condos, 116,000 sq ft of street-level retail, and 71,000 sq ft of office space, topped with two garages totaling ~1,350 parking spots. Designed with an industrial-warehouse façade, it seamlessly blends urban density with pedestrian-friendly retail, live-work comfort, and scenic courtyard amenities. Anchor tenants include CVS, Crunch Fitness, and Kraft Heinz alongside vibrant eateries, a theater and community courtyard. Mercury Advisors' long-term vision helped transform the Channel District into a dynamic, walkable urban hub—cementing Grand Central as a bustling heart of downtown Tampa.



DELLAGIO

Orlando, FL

29 Acres

Nestled along Orlando's iconic Restaurant Row, Dellagio Town Center is a vibrant, European-inspired mixed-use hub developed by Unicorp in 2008. Centered around a signature fountain modeled after Paris's Place de la Concorde, the 109,860 sq ft plaza blends upscale dining (Fleming's, Dragonfly Robata, Peperoncino Cucina), boutique retail, wellness services, and elegant offices. Unicorp retained its headquarters on-site, positioning Dellagio not just as a commercial venture but a brand showcase . With over 30 tenants, lush walkable spaces, and frequent community events, it offers an intimate European village feel just minutes from Orlando's theme parks . Dellagio remains a cornerstone of Dr. Phillips' dining and lifestyle scene—chic, engaging, and continually evolving.

VOTUM CONSTRUCTION

Votum Construction, LLC, established in 2009, is a Florida based general contracting company, specialized in new building, renovation or addition, and tenant build-out services. Votum provides proven professional services as a Developer, General Contractor, Construction Manager, Owner's Representative, Program Manager and/or Design-Builder. We extend these services for many types of commercial projects including: Education, Sports & Entertainment, Aviation, Industrial, Institutional, Medical, Financial, Religious, Retail, Commercial and Residential Real Estate Development.

Votum is anchored by loyal knowledgeable professionals, who understand the fundamentals of construction and strive to deliver superior service and exceptional results to each of our clients. They stay abreast of the latest construction industry improvements and technology, providing clients a streamlined approach to project management. Our professionals are grounded in the philosophy of honesty and integrity extremely dedicated in yielding individual project excellence through effective communication, safety, quality building and budget control, while maintaining economical, and ecological perspectives in the best interests of our clients. We collaborate with Architects/Engineers and other professionals to provide the most efficient, cost-effective and sustainable projects.

Votum has been a partner in several community development projects in the Central Florida area. The projects include a more recent project, the Major League Soccer Stadium as well as the Creative Village Project. The Creative Village builds on the success of Orlando's digital media industry by transforming the former site of the Amway Arena in downtown Orlando into a 68-acre mixed-use, transit oriented, urban infill neighborhood that will be home to leading higher education providers; high-tech, digital media and creative companies; and a diverse mix of students, employees and residents. Creative Village fosters a "live, work, learn and play" lifestyle in the heart of downtown Orlando while bringing exciting opportunities to the Parramore area.

Previous teaming history with CapStrata (aka Capstack), Cely Consulting, Ustler Group



VERNICE ATKINS-BRADLEY, JD
President

EXPERIENCE
38 years total, 15 years with firm

EDUCATION
J.D., Barry University
B.S., University of Central Florida

LICENSE/CERTIFICATIONS
State of Florida Certified General Contractor
OSHA 30 hours
SREF

Vernice Atkins-Bradley has been involved in excess of $9 billion dollars in various real estate development and construction projects, spanning over 37 years. She is the President/CEO of Votum Construction, a company she co-founded over 15 years ago. She is a Licensed General Contractor in the State of Florida. In her role at Votum, she provides management oversight and directs all daily business operations, which includes strategic planning to advance the company's mission and objectives; to generate revenue; and promote profitability and growth for its employees. Further, in her Leadership role, she serves as the Executive Coach to Senior Level Managers. She also develops and implements strategies to keep a positive image for the company and strong relations with clients while directing marketing to promote services performed by the company to obtain a competitive position in the industry.

Her business development acumen has led her company to being a partner in the construction of several notable projects in Central Florida. Projects such as Orlando Soccer Stadium, Florida Citrus Bowl Rebuild (now Camping World Stadium), the New Horizon West High School, Leu Garden Event Center, Polk County Public Schools (PCPS) Davenport High School and most recently the South Terminal Airport Expansion and the City of Winter Park Central Stage, to name a few.

SELECTED PROJECT EXPERIENCE

Toho Water Authority Administration Building Renovation *Kissimmee, FL*
$1.4M - 4 Stories

Orlando International Airport South Terminal C *Orlando, FL*
$675 M - 732,895 SF

Orlando Major League Soccer Stadium *Orlando, FL*
$155 M - 425,000 SF

Orlando Citrus Bowl Rebuild *Orlando, FL*
$160 M

Leu Gardens Event Center Renovatione *Orlando, FL*
16,200 SF



APRIL McINTOSH
Project Executive

EXPERIENCE
18 years total, 1 year with firm

EDUCATION
B.A. in Design Architecture, University of Florida

LICENSE/CERTIFICATIONS
State of Florida Certified General Contractor

OSHA 30 hours

April brings over 18 years of experience in the construction industry, having successfully contributed to projects totaling more than $600 million. Her extensive background spans both the public and private sectors, including work with municipalities, counties, school districts, and airports, across a range of project types such as redevelopment, renovations, and new construction. As Project Executive, she will monitor the project and ensure it is completed on time, within budget, and according to pre-established specifications. April will establish overall direction and strategic initiatives to promote the best teamwork environment. She will oversee the day-to-day operations of the project and assist with the development of the project plans and goals. Additionally, she will work closely with the project manager on bid packages, scheduling, constructability reviews, and site logistics.

SELECTED PROJECT EXPERIENCE

Mary Sue Rich Community Center *Ocoee, FL*
$18M - 60,000 SF

OCPS Pinar ES Comprehensive Improvement *Orlando, FL*
$12M - 37,000 SF

GOAA Intermodal Pedestrian Bridge & RAC Lobby *Orlando, FL*
$113M - 30,000 SF

GOAA Modifications & Replacement of A&B Side Conveyors and Recapitalization of PODS A&B *Orlando, FL*
$50M - 20,000 SF



TOHO ADMINISTRATION BUILDING
Kissimmee, FL

$1,4M | 4 stories

Votum Construction provided construction services for the interior renovation of the four-story Toho Water Authority Administration Building in Kissimmee, Florida. The project included upgrades to general office areas across all four floors, with a focus on modernizing workspaces and improving the functionality of the fourth-floor phone center to support enhanced call operations.

A critical infrastructure component of the project involved the replacement of the existing 100KW uninterruptible power supply (UPS) system with two new 30KW UPS units, improving system reliability and energy efficiency for essential building operations.

With an established track record of work in the region, Votum is highly familiar with the City of Kissimmee's permitting and utility coordination processes, enabling smooth project execution and efficient approvals. The work was completed in an occupied facility with phased scheduling to minimize disruptions and maintain operational continuity throughout the renovation.



ORLANDO MAJOR LEAGUE SOCCER STADIUM *Orlando, FL*

$155M | 420,000 SF | 25,500 seat capacity

Votum Construction provided professional staff support for the construction of the 425,000 SF Orlando City Soccer Stadium, located in the heart of Downtown Orlando. Votum's responsibilities included site supervision, MEP oversight, document control, and office administration, contributing to the successful delivery of this high-profile, complex project.

The stadium features a below-grade natural grass playing surface, positioned 8–12 feet below street level, enhancing visibility and acoustics. It has a seating capacity of approximately 25,500, with every seat covered by a canopy designed to amplify crowd noise and protect fans from sun and rain. The design includes 31 suites, featuring a 90-person super suite, a 59-person group suite, an 8,400 SF indoor club, and a 10,000 SF open-air Supporters Terrace. A full 360-degree concourse provides access to expanded concessions and fan amenities, creating a premier game-day experience.

The project was completed by February 2017.



OIA SOUTH TERMINAL C
Orlando, FL

$675M | 732,895 SF

Votum Construction served as Construction Manager in partnership with Hensel Phelps for the construction of South Terminal C, Phase 1 at Orlando International Airport (OIA). This major expansion included the new construction of a 732,895 SF, 15-gate airside terminal, designed to accommodate both international and domestic flights with flexible configurations for narrow-body, jumbo, and super-jumbo aircraft. The project also included the construction of walkways, aircraft loading bridges, and enhanced security systems. Votum provided key personnel to oversee critical components of the project, including preconstruction support, subcontractor management, quality assurance, schedule monitoring, change order control, and project accounting.

In addition to this role, Votum also served as a prime Continuing Services Contractor for the Greater Orlando Aviation Authority (GOAA) at this terminal, further supporting terminal development and operational readiness with ongoing construction services.

CELY CONSULTING

CELY CONSULTING

Cely Consulting, Inc. (CCI) is a company established in 2009 2009 to provide Project management, planning, and real estate development services. CCI is a leading Provider of Program Management, Housing development, and Construction Management Consulting in the Southeast.

Cely is a firm that is committed to ensuring clients and partners achieve their goals and use our planning and management capabilities to deliver superior value. Cely Consulting serves our clients and partners in a variety of roles, each tailored to fit their specific needs. Building strong sustainable relationships with our clients and partners is the key to our success. Our success is measured by our clients and partners' success.

While working on multiple complex privately/publicly funded projects, assisting leaders, analyzing existing processes, and developing action plans; CCI recognized an acute need for innovation to effectively manage these public-private partnerships based on the foundation of industry best practices. Cely Consulting was established to promote these innovative concepts to support owners, develop processes, and bring actionable steps necessary to achieve successful projects. Cely Consulting provides a unique blend of leadership, industry knowledge, innovation, technical excellence, and process expertise for program and project development. The firm's approach utilizes industry "Best Practices" with a team that is exceptionally experienced to produce consistently superior results.

One of the areas where these concepts and innovations have been best maximized is in our housing development projects. The complexity of funding sources and uses along with the technical solutions required to successfully deliver these projects using our extensive experience consulting, managing, and developing.

Along with our partner, Votum Construction, we have worked with Cities and States to develop housing programs to meet community needs, one of them being the Parramore Single-Family Housing Project for the City of Orlando. Our projects have been the recipient of CDBG, FHLB and Home Funds. We are experienced in the integration of private and public funds to produce maximum impact while maintaining all compliance standards.

Previous teaming history with CapStrata (aka Capstack), Votum Construction, Ustler Group



JEFF CELY
President

EXPERIENCE
30 years total, 15 years with firm

EDUCATION
B.S. in Construction and Civil Engineering Technology, Florida A&M University

LICENSE/CERTIFICATIONS
VE Certification
P3 Scheduling
OSHA 30 hours
Certified Cost Estimator

Mr. Cely is the president of Cely Consulting, Inc, (CCI) a company established in 2009 to provide program development and management services. Over the past 16 years, Mr. Cely has been a Real Estate developer with a primary focus on affordable housing projects in addition to providing program management and financial oversight for projects with funding sources from both public and private sectors. Mr. Cely is an industry leader managing delivery and funding uses while maintaining related compliance standards. Mr. Cely's services include program management, project/construction management, financial and funding analysis, auditing, and development of project controls. He has completed multiple housing development projects in addition to conducting performance evaluations, outlined areas of risks, and developed processes for project management and project controls for multi-million dollar programs in the United States and the Caribbean.

Over the past 5 years, Mr. Cely has been a lead developer of affordable housing development on the Gulf Coast. He successfully managed the delivery of quality affordable homes after the devastation of Hurricane Katrina.

Currently, under Mr. Cely's leadership, Cely Consulting and partners are completing an $18M development of a 23-acre, 40-single-family homes development in Ocean Springs, MS.

In the past few years, Cely Consulting has completed the development and management of the Savannah Trails and Orleans Place projects. A $100M mixed-income development in Mississippi funded by private and public funds. The development included more than 500 single and multi-family units.

SELECTED PROJECT EXPERIENCE

Savannah Pines mixed-income, mixed-use development
$100M | 200,000 SF

Gulf Coast Community Foundation (GCCF), Coming Home Collaborative (CHC) program.
$30M

CDBG funded Mississippi Development Authority Long Term Workforce Program.
$400M



JOHN PULLIAM
Project Manager

EXPERIENCE
20 years total, 14 years with firm

EDUCATION
B.S in Psychology, University of Georgia

LICENSE/CERTIFICATIONS
Commercial Builders License issued by MS State Board of Contractors

OSHA 10 hours

Since joining Cely Consulting Inc. in 2010, Mr. Pulliam has been providing Construction Management Services for various companies and agencies from Louisiana to Florida.

Currently, he is the Construction Manager for Bienville Construction, LLC providing oversight for the infrastructure and vertical construction of the $12.5M Savannah Pines Subdivision Phase 2A. Some of his responsibilities at Savannah Pines include: estimating project costs, establishing budgets, monitoring spending, procurement and contract reviews, scheduling material and labor resources, and quality control.

Recently, Mr. Pulliam provided cost estimate and constructability analysis for the City of Orlando's Dept of Housing and Urban Development and the Community Redevelopment Agency's city revitalization projects. Each project consisting of the construction of five single family residences in Orlando, FL.

Since 2017, Mr. Pulliam has been providing Construction Progress and Quality Reporting for Partner Engineering and Science including Candlewood Suites Hotel, Fort Walton Beach, FL ($5.6M) and Sea Glass Apartments, Destin, FL ($24.5M).

From 2012 until its completion in 2018, Mr. Pulliam was the Construction Manager of the Savannah Pines Mississippi Development Authority Long Term Workforce Housing Project funded by the Katrina Community Development Block Grant (project value $58 Million).

SELECTED PROJECT EXPERIENCE

Savannah Pines mixed-income, mixed-use development
$100M | 200,000 SF

Gulf Coast Community Foundation (GCCF), Coming Home Collaborative (CHC) program.
$30M

CDBG funded Mississippi Development Authority Long Term Workforce Program.
$400M

VHB, Inc.

VHB's passionate professionals include engineers, scientists, planners, and designers who partner with public and private clients in the transportation, real estate, institutional, and energy industries, as well as federal, state, and local governments.

VHB partners with our clients to improve mobility, enhance communities, build resilience, and contribute to economic vitality. For 45 years, VHB has been active in Central Florida, providing core services like transportation planning and engineering, land development, environmental planning and design, and energy solutions. Our client-focused approach leverages a multidisciplinary methodology to examine projects holistically across markets. Through comprehensive knowledge and collaboration, we uncover innovative, technology-enabled solutions for complex mobility, community, and technology challenges. Our 25+ year partnership with Osceola County and the City of Kissimmee demonstrates our commitment to successful, trusted partnerships that help communities thrive for future generations.

When it's time to grow, add, expand, or move, clients look for someone they can trust. At VHB, it's our priority to understand operating environments and infrastructure challenges so we can navigate site permitting and approvals. We provide solutions designed to get customers, visitors, and employees in and out with ease—so clients can focus on their business, their community, and the bottom line. Bringing together the right skills and experience, our team delivers creative and practical solutions that bring value to our clients and provide confidence that their projects are not only moving forward, but that everything is going as planned.

Previous teaming history with Cormia Design, Ustler Group, Votum Construction



ROBERTA FENNESSY, AICP
Planning & Design Service Lead

EXPERIENCE
21 years total

EDUCATION
MSc, Urban Planning
Columbia University, 2006

BDES, Architecture
University of Florida, 2003

AFFILIATIONS/MEMBERSHIPS
American Planning Association, Orlando Metro Section (OMS), 2006

American Institute of Architects, 2021

Roberta is the SE Region Planning & Design Service Lead in VHB's Orlando office. She is a multi-faceted architect and urban planner with strong strategic and project management skills. Her in-depth knowledge of land use laws, zoning regulations, and approvals processes has made her a key figure in navigating projects and clients through various levels of agency and governmental approvals. and project closeout services.

SELECTED PROJECT EXPERIENCE

City of Dania Beach, Community Redevelopment Area Update
Dania Beach, FL

VHB was selected to prepare an update to the City's CRA Plan. The plan's update places an emphasis on economic development through target industries and workforce support. Roberta worked closely to support the project manager, providing QA/QC of key deliverables and leading community engagement efforts.

City of Orlando, Creative Village
Orlando, FL

In 2014 Roberta served as Lead Urban Design and Planning Consultant for the master development team behind the City of Orlando's Creative Village redevelopment - the City-owned, 60-acre site of the former Amway Arena in the Parramore neighborhood in Orlando. The master plan vision for Creative Village combined mixed-uses and infrastructure enhancements to create a true live, work, play, and learn community, elevating neighborhood resources and community assets, such as the presence of the UCF Downtown Campus and the Bob Carr Auditorium. Roberta was tasked with general master plan support, assessment and implementation, development of an interim-use master plan and strategy, and project management of this public-private partnership project.

City of St. Cloud Comprehensive Plan FLUE Update
St. Cloud, FL

The City of St. Cloud requested that VHB update its 2017 Comprehensive Plan Future Land Use (FLU) & Housing (H) Elements. The planned updates were intended to be consistent with the City's 2017 Envision St. Cloud Citywide Master Plan vision with a 10- and 20-year planning horizon, 2035 and 2045 horizons. As part of this scope of services, VHB provided an analysis of the inventory data and evaluation of existing goals, objectives, and policies, to include a recommendation of new goals, objectives, and policies based on the data and analysis.



CHUCK SMITH, PWS
Environmental Director

EXPERIENCE
23 years total

EDUCATION
BA, Biology, LaGrange College, 2000

LICENSE/CERTIFICATIONS
Authorized Gopher Tortoise Agent, Florida Fish & Wildlife Conservation Commission, FL, 10/2026 (reg# GTA-14-00061E)

Professional Wetland Scientist 02/2026 (reg# 2648)

Chuck is the Environmental Director in VHB's Orlando office and has more than 20 years of experience in the environmental field. He utilizes his extensive experience conducting wetland delineations, threatened and endangered species surveys, wetland impact assessment and mitigation associated with public roadway, aviation, Federal, and land development projects in Florida and throughout the southeast. Utilizing this combined knowledge of PD&E and NEPA documentation and process, Environmental Resource Permitting program, USACE and FDEP Section 404 permitting, Chuck brings a solutions-first approach to project planning, design and permitting.

SELECTED PROJECT EXPERIENCE

City of Orlando, Wetlands and Open Space Study, *Orlando, FL*

Chuck served as the Environmental Task Leader responsible for quality control, agency coordination, mitigation coordination. VHB conducted a Wetlands and Open Space Assessment using available online GIS data, and this information will be formatted and developed to provide the City with accessible ArcGIS online viewer customized for their needs. VHB evaluated the City's current Land Development Code with regards to wetlands and threatened and endangered species. VHB planners worked with the City to review the City's Growth Management Plan, existing Land Development regulations, and developing a draft Land Development Code with a focus on wetlands which encompass the goals, policies, and regulations of the City. Once the new policies, wetland assessment and GIS tools were developed, City Staff and VHB held internal stakeholder meetings with the City's departments and divisions. The purpose of these meetings was to better understand their goals, policies, and procedures regarding wetlands, as well as threatened and endangered species. VHB also conducted public and stakeholder meetings to get input from the residents, development community, regulatory agencies, and non-governmental organizations.

JLB Gateway
Orlando, FL

VHB conducted an Environmental Assessment in accordance with the City of Orlando's Q-Wet Rating System for a conservation area that was established for the development of Shadowridge Apparments. Chuck led the evaluation that involved the review of the topography, floodplains, soils, land use, protected species, and wetland assessment. To utilize the conservation area to offset the development, VHB also reviewed a Wetland Monitoring and Maintenance Plan and determined that following the maintenance and monitoring plan the conservation area would meet City of Orlando requirements.



MARK BERTONCINI, PE

Director of Transporation

EXPERIENCE
41 years total

EDUCATION
BS, Civil Engineering, University of Rhode Island, 1983

LICENSE/CERTIFICATIONS
Professional Engineer (Civil), FL, (reg# 63437)

Professional Engineer (Civil), GA, (reg# PE042629)

Professional Engineer (Civil), RI, (reg# PE5226)

Professional Engineer (Civil), MA, (reg# 34633)

AFFILIATIONS/MEMBERSHIPS
American Society of Civil Engineers

Mark oversees all technical, quality, cost, and scheduling tasks related to transportation design and improvement projects. For more than four decades, Mark has either managed or performed every aspect of work related to the design of roadway infrastructure projects. His personal style involves a hands-on approach in order to guide teams toward project completion.

SELECTED PROJECT EXPERIENCE

FDOT District 5, SR 527 from Prince Street to Mandalay Road
Orlando, FL

Mark was Project Manager for this safety project, which included milling and resurfacing, lane narrowing, bike lanes, enhanced pedestrian features, curbed on-street parking, aesthetic upgrades, drainage, Americans with Disabilities Act and traffic operation improvements, and overall uniformity upgrades to the SR 527 (Orange Avenue) redevelopment corridor.

Orange County Board of County Commissioners, Oak Ridge Road Pedestrian/Bicycle Corridor Safety Study
Orange County, FL

Mark led the roadway design efforts for this project. The corridor had been identified as a roadway with a significant number of pedestrian and bicycle crashes. In addition, there were a variety of land uses that necessitate that the corridor be truly accessible by all travel modes. The study included detailed data collection and analysis, public outreach, cost estimates, and recommended improvements to provide a safe integration of pedestrians and bicyclists with other modes of travel.

Osceola County, Highlands Elementary Sidewalk Design
Osceola County, FL

Mark served as Project Manager for this project to develop the final design plans for 2,600 linear feet of new sidewalk in Osceola County. The sidewalk limits were established under a Safe Routes to School study prepared by FDOT. Considerations in developing the design included tree avoidance, right-of-way, stormwater improvements, utility coordination, sidewalk and driveway grading to meet Americans with Disabilities Act (ADA) criteria and signing and pavement markings. This was a FDOT Local Agency Program (LAP)-funded project and required close coordination with FDOT to meet the requirements of the funding agreement.



JOEDEL ZABALLERO, PE, PTOE

Transportation Planning Director

EXPERIENCE
29 years total

EDUCATION
BS, Civil Engineering
University of Central Florida

LICENSE/CERTIFICATIONS
Professional Engineer (Civil), FL

Professional Traffic Operations Engineer

AFFILIATIONS/MEMBERSHIPS
Institute of Transportation Engineers, 2012

Joedel has extensive experience in managing complex transportation and traffic engineering planning projects. She is skilled in conducting traffic impact and safety analyses, signal design and signing, and pavement markings. Joedel's experience with local government and implementation of large-scale transportation projects gives clients a balanced perspective on unique local government challenges. She previously served as the Osceola County Traffic Operations Engineer. During her tenure at Osceola County, Joedel was the County representative and Chair for the MetroPlan Orlando Technical Advisory Committee (TAC) and Transportation System Management and Opera-

SELECTED PROJECT EXPERIENCE

Atlantic Housing, LLC., Various Projects
Various Locations

VHB was responsible for the development of the traffic impact studies (TIS) supporting future land use amendment and rezoning (as needed), and site development plan. Tasks also included conducting traffic due diligence assessments as well as any parking studies to support modifications to parking requirements or shared parking. Developments consisted of senior housing, multifamily and mixed use (residential and retail). Joedel has served as the Project Manager, Engineer of Record (EOR) and/or QA/QC on over 25 projects.

LCP Phase II LLC, Lakeland Central Park
Lakeland, FL

Joedel serves as the Project Manager and EOR responsible for the development of the traffic impact study supporting the Florida Department of Transportation (FDOT) connection permit for the mixed-use development of five million square feet (SF) of warehousing the 380 multifamily dwelling units (DUs) located on Airport Road north of Polk Parkway. The TIS consisted of an analysis of existing and future conditions, Signal Warrant Analysis, Intersection Control Evaluations (ICE).

Marsan Real Estate Group, Whispering Hills Planned Development
Leesburg, FL

Joedel was the Project Manager and EOR responsible for the development of the traffic impact study supporting the future land use amendment and rezoning of the planned development of Whispering Hills PD in the City of Leesburg. This 1,086+/- acre two-phased mixed-use development consisted of 1,526 DUs, 56,000 SF of office, 84,000 SF of medical office, 220,000 SF of commercial, 9 holes of golf, 96 hotel rooms, and 784 bed assisted living facility.



CREATIVE VILLAGE PARKS & OPEN SPACE MASTER PLAN

Orlando, FL

VHB led the development of the Creative Village Parks and Open Space Master Plan in Orlando. It was developed with a specific approach that would lead to an overall design that celebrates the site, creates an active urban environment, and promotes sustainable design practices to enhance the long-term value of Creative Village and the surrounding neighborhood. In addition, it sets a framework for open space development integrating existing streetscape guidelines, utilities, transportation, and transit projects to focus on walkability and access to parks, plazas, and open space. Essential to the plan's success was an extensive public engagement effort, including coordination with the Families, Parks, and Recreation Department, Parramore residents, and key business stakeholders. VHB engaged the public through the development of a series of 3D visualization models that allowed the public to "step inside" and provide feedback regarding the scale, density, mix of land uses, streetscape environments, and vehicular circulation patterns. This effort led to the design and construction of Luminary Green, recently completed by VHB and opened to the public in 2023.



GREEN ACRES MALL MASTER PLAN

Valley Stream, NY

Originally built in 1956, Green Acres Mall has long served as a retail cornerstone for Valley Stream and Hempstead. Over time, the rise of e-commerce and evolving consumer preferences diminished its appeal, leading to store closures and reduced foot traffic. To address these challenges, Macerich launched a comprehensive redevelopment plan to reimagine the mall as a vibrant, multi-use destination. This transformation aims to attract

new businesses, boost economic growth, and provide an enhanced shopping experience for the community. VHB has played a pivotal role in this redevelopment, providing master planning, civil engineering, and landscape architecture services. VHB developed innovative site designs to improve circulation, optimize parking, and create space for new tenants. Key updates include the demolition of aging structures to make way for a restaurant, grocery store, and bank pads, as well as reconfigurations to streamline traffic and enhance site connectivity. The revitalized Green Acres Mall brings significant benefits to the community, including attracting new tenants, creating jobs, and enhancing the local economy.



CAPE CORAL GROVE TOWN CENTER

Ft. Myers, FL

VHB was selected to provide civil engineering and landscape architecture design services and transportation/mobility planning services for the Cape Coral Grove Town Center Project. The approximately 350,000-square-foot mixed-use development includes more than 1,200 multi-family units, office uses, a hotel, retail, restaurants, a movie theater, several public parks, and common areas, supporting parking. The Town Center has been planned for four "districts" supporting the unique residential, office, and commercial uses in each area of the development. The two main park spaces are in the Festival District and the Residential District. A collaborative civil engineering and landscape architecture design for themed park spaces was completed by the VHB Team. The VHB Team completed the vehicular and pedestrian circulation designs, site grading, utility designs, stormwater management, landscape architecture, and irrigation system design—all coordinated and integrated with the mixed-use buildings.

KPMFranklin

KPM Franklin is a Central Florida civil engineering, planning and land surveying firm with offices in Orlando and Kissimmee. Our firm was founded as Franklin Surveying & Mapping in 1995 and known as Franklin Hart & Reid beginning in 2001. We've been KPM Franklin (KPMF) since 2016. We have offices in Kissimmee at 222 Church Street and in Orlando at 6300 Hazeltine National Drive, Suite 118. KPMF unites proven business management practices with emerging technologies to create value through innovative design. Our diverse staff of more than 70 full-time employees includes licensed professional engineers, land surveyors and landscape architects who collaborate daily with AutoCAD technicians, quality assurance/quality control managers and field survey crews.

KPMF has experience working for many government agencies through continuing services contracts on a task authorization basis and on various individually contracted projects. KPMF also is active in private market sectors such as single family residential, multi-family residential, retail, theme parks, multiuse development, healthcare, hospitality, office, warehouse, education, community development, utilities and transportation. KPMF also has experience with entitlement, permitting and zoning processes with various city, county, state and federal agencies.

Previous teaming history with CapStrata (aka CapStack), Votum Construction, Cormia Design Group



ROBERT MOON, PE
Principal in Charge

EXPERIENCE
25 years total

EDUCATION
BS Civil Engineering
University of North Florida

LICENSE/CERTIFICATIONS
Florida Professional Engineer License
No. 66501, 2007

Robert M. Moon, PE, principal and chief executive officer, has more than 20 years of civil engineering and project management experience for private and public clients. He has been the project manager and engineer of record for nearly 100 theme park projects. He oversees projects from concept to completion, including client and subconsultant coordinating, concept planning, civil engineering and construction document design, permitting, bidding, construction administration, site inspection and final certification.

SELECTED PROJECT EXPERIENCE

Lake Mary Technology and Wellness Park Master Plan Development *Lake Mary, FL*
Master planning of a 153-acre multi-use commercial development site and construction of multi-family residential, townhomes, hospitality, healthcare, and office spaces. Services provided included civil engineering design, site planning, permitting assistance, and construction phase inspections for building sites, sidewalks, roadways, drive aisles, paving, grading and locations for monument signage, directories, architectural signs and notably a roundabout at the three-way intersection where Caring Drive meets New Technology Boulevard.

Westfall Station Master Infrastructure Design *Clermont, FL*
Master infrastructure of Westfall Station on 54.4 acres. The infrastructure includes a master stormwater pipe collection system with two retention ponds and two roadways with a roundabout connecting the multi-use development with Colonial Drive (SR 50) to the north and Magnolia Point Blvd. to the east.

Osceola Center for the Arts Building Addition *Kissimmee, FL*
Addition of 2-story building to existing structures, within 4.86 acres of developed property located along U.S. Highway 192. Scope includes the removal and reconfiguration of the existing surface parking lot, grading, utility improvements, secondary drainage stormwater management and access design.

Vista Hills Multifamily Complex *Minneola, FL*
324-unit multifamily development. Scope includes grading, site layout, utility design, secondary drainage, stormwater management and access design.

Mill Run Fire Station *Kissimmee, FL*
Development of a 2.49-acre site for the construction of a new fire station. The scope includes civil engineering, permitting assistance and construction administration.

Durbin Park Fire Station *Kissimmee, FL*
Development of a 9.14-acre site for the construction of a new fire station, community center and gymnasium. The scope includes civil engineering, permitting assistance and construction administration.



ALEX GOETZ, PE
Principal, VP of Orlando Engineering

EXPERIENCE
10 years total, 8 years with firm

EDUCATION
BS Civil Engineering
University of North Florida

LICENSE/CERTIFICATIONS
Florida Professional Engineer License
No. 86837, 2019

Alex Goetz, PE, Orlando engineering department manager and project manager, has more than nine years of civil engineering experience in commercial land development. He oversees projects from conceptual and design stages through construction to completion. His duties include developing project proposals and project schedules, performing due diligence studies, designing site plan construction documents, project coordination with clients and consultants, permitting assistance with jurisdictional agencies and providing construction administration and project closeout services.

SELECTED PROJECT EXPERIENCE

Clubhouse Country Club of Orlando *Orlando, FL*
Civil engineering design services to update amenity areas within the existing Country Club of Orlando clubhouse that will include a pool, pickleball courts, bocce courts, recreational area, restroom building, and dining areas.

Light House Harbor *Palm Coast, FL*
Project engineer for the development of a 68-acre parcel in Palm Coast, FL. Site design includes 845 single family and multi-family residential units, 160,000 sf commercial space, marina with 80 wet slips and 200 dry slops. Scope of work includes civil engineering design services, stormwater management, project management and construction administration services.

Pointe Grand Apartments *Davenport, FL*
Project engineer for the development of a 20.85-acre multi-family residential project. Site design includes surface parking, a lift station and a wet retention pond designed to higher FDOT criteria because the downstream connection discharges into an FDOT conveyance swale. The scope of work included civil engineering design, stormwater management, Federal Emergency Management Agency (FEMA) permitting, flood plain analysis, project management and construction administration services.

Super Target Conversion *Kissimmee, FL*
Project engineer for the conceptual redevelopment of a 20-acre parcel in Kissimmee, FL to use as part of a sale process. Scope of work included civil engineering design services and 3D building visualization.

Vista Hills Multifamily Complex *Minneola, FL*
324-unit multifamily development. Scope includes grading, site layout, utility design, secondary drainage, stormwater management and access design.



OSCEOLA ARTS MASTER SITE PLAN

Kissimmee, FL

4.86 ACRES

KPM Franklin was contracted by Osceola County to provide civil engineering design, land surveying, landscape architecture, planning and conceptual design services for revising a master site plan of existing structures that are home to Osceola Arts on 4.86 acres along U.S. Highway 192 in Kissimmee. The project scope included the addition of a new two-story building, removal and reconfiguration of the existing surface parking lot, grading and drainage, utility improvements, stormwater management and access design.



POINTE GRAND APARTMENTS

Davenport, FL

20.85 ACRES

KPM Franklin was contracted by Hillpointe, LLC to provide civil engineering design to develop a 20.85-acre multifamily residential property with surface parking and roadways located in Davenport, Florida. The majority of the property was undeveloped except for some single-family homes, a lake along the northwest, a retention pond in the southwest and wetlands along the south.

The property extended to Ronald Reagan Parkway and US 17/92, traffic impact and engineering design was performed by a subconsultant. This development required a private lift station with a force main connection near the median of Ronald Reagan Boulevard. Due to the proximity to the FDOT roadway and drainage system, the stormwater system was designed to the higher FDOT standard.



MILL RUN FIRE STATION

Kissimmee, FL

2.49 ACRES

KPM Franklin was contracted by the City of Kissimmee to provide surveying, due diligence analysis, conceptual engineering, site planning, civil engineering design, permitting assistance, landscape architecture and construction phase services to develop the 2.49-acre site for a new fire station in Osceola County.

KEY PROJECT EXPERIENCE

TAPESTRY PARK

JOYCE DEVELOPMENT GROUP

Location: Jacksonville, FL

Project Size: 19 acres | 3320,000 SF of mixed-use development

Overview:

Tapestry Park is a thoughtfully designed, walkable urban village located in Jacksonville's Southside. Blending modern architecture with traditional neighborhood planning, this mixed-use destination includes luxury residential apartments, Class-A office space, boutique retail, and hospitality—anchored by a 137-room Hotel Indigo. The project was developed to activate an underutilized parcel and create a lifestyle-centered community tailored to young professionals and traveling business guests.

Design + Programming Highlights:

- 279 upscale residential units
- 52,000+ SF of commercial/retail space
- Integrated public plazas, walking trails, and a central lake
- Structured parking to support density and pedestrian priority
- LEED-inspired sustainable site strategies

Outcomes & Impact:

Tapestry Park successfully shifted the surrounding area's development narrative from car-centric strip malls to human-scaled, placemaking-driven design. Economically, the project is expected to generate hundreds of construction and permanent jobs, stimulate small business growth, and attract private investment to the surrounding area. A strengthened tax base will support public services and infrastructure upgrades, while new pedestrian and mobility connections will enhance access. This a model for how intentional design and inclusive development can unlock long-term prosperity for both the city and its residents.

TAPESTRY PARK SITEPLAN

Tapestry Park will feature two high-end boutique limited service business hotels totaling approximately 233 upscale rooms; 20,000 SF of Office Condominiums; a 20,000 SF multi-tenant rental office building; 24,000 SF of multi-tenant retail; four out parcel restaurant sites; all of which will be architecturally themed and integrated to include 52 Townhome Units and 279 high-end mid-rise residential units into the project. Arlington Properties (Birmingham, Alabama) is responsible for the development of the residential elements of the project and 18,000 SF of 1st floor retail space.



BALDWIN EAST

HEDRICK BROTHERS DEVELOPMENT

Location: Orlando, FL

Project Size: Size: 17 acres | 363 Units

Budget: $106 Million

Overview:
Baldwin East was envisioned as an upscale garden-style community serving Orlando's high-demand east-side submarket. Nestled near Baldwin Park's lakefront corridor and city amenities—including UCF, Orlando Executive Airport, and major retail—it aims to offer urban convenience with suburban tranquility. The development fills a niche for resort-inspired rental housing close to both employment and recreation hubs.

Design + Programming Highlights:
The community consists of five four-story buildings featuring one-, two-, and three-bedroom floor plans.
Shared amenities include:

- Zero-entry, resort-style pool + cabanas + club-house
- Fitness center, co-working offices, spa, pickleball court
- Green spaces with hammock garden, fire-tables, dog park
- Eco-friendly features: EV charging stations, lake-side views Parking for ~560 vehicles

Outcomes & Impact:
Baldwin East blends wellness and sustainability—EV charging, green landscaping, and a pedestrian-centric layout reinforce a holistic lifestyle for residents. The design supports both active and relaxation-focused use, from pickleball courts to lakeside hammocks.

As a vertically integrated developer/contractor team Hedrick Brothers streamline delivery and controlled quality, therefore enhancing timeline and cost efficiency.



THE CAYS

JOYCE DEVELOPMENT GROUP

Location: Daytona, FL

Project Size: Size: 17 acres | 363 Units

Budget: $106 Million

Overview:
The Cays is envisioned as a serene, upscale mixed-use sanctuary tucked "behind the pines," offering a harmonious escape from Daytona's bustle. Over 40 acres, the development blends walkable retail, wellness amenities, hospitality, automotive retail, and multifamily living—redefining luxury with a laid-back coastal vibe.

Design + Programming Highlights:

- **Hospitality:** Hyatt House extended-stay hotel
- **Residential:** 800+ units by Hines
- **Retail/Restaurants:** Elevated dining alongside boutique shops

Signature Anchors

- Tesla gallery
- Region's largest-footprint Starbucks

Outcomes & Impact

The Cays brings long-term value through job creation, workforce housing, and strategic commercial development. With homes at a variety of price points, the project addresses housing affordability—ensuring that essential workers, young professionals, and growing families can live where they work. The inclusion of neighborhood-serving retail and flexible commercial space will support small businesses and attract entrepreneurial activity, generating a dynamic local economy. Construction and permanent job creation are projected to boost employment across sectors—from skilled trades and property management to hospitality and retail. Additionally, increased property values and a broadened tax base will contribute to enhanced public services and infrastructure investment.



FINANCIALS

SouthState

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Kissimmee, Fl 34741
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aadams@southstatebank.com
SouthStateBank.com

CapStrata Development Co LLC
1081 E Lakeshore Blvd.
Kissimmee, FL 34744

July 17, 2025

Re: P3 Mixed-Use Development with the City of Kissimmee

Dear Veronica,

On behalf of SouthState Bank, I am writing to thank you for taking the time to meet with our team to share your vision related to the partnership with the City of Kissimmee on the proposed mixed-use public-private development. This community-centered project thoughtfully addresses the needs of Kissimmee's diverse and growing population.

As a regional financial institution dedicated to strengthening communities across Central Florida, SouthState Bank is proud to build relationships with development partners like you who prioritize inclusive growth, long-term neighborhood vitality, and public-private collaboration.

We value your approach to equitable development and your efforts to align this project with the City's goals for accessibility, economic opportunity, and community enrichment.

SouthState Bank looks forward to continuing discussions as the project advances. While this is not a commitment to lend, which requires full due diligence, we are excited about the potential to contribute to a development that will benefit current and future residents of Kissimmee.

Sincerely,

Amber Adams
SVP, Regional President

800.277.2175 | SouthStateBank.com

AMERIS BANK

July 17, 2025

CapStrata Commercial
ATTN: Veronica Malolos, CCIM
1081 E Lake Shore Blvd
Kissimmee, FL 34744

RE: Kissimmee - KMart Redevelopment Site

Veronica and Team,

Thank you for sharing your preliminary proforma and overall scope of this opportunity.

As a southeastern regional bank, we enjoy community development projects and proactively look to provide our guidance and support within the geographic markets we serve. I am pleased to share with you our Interest In discussing this project further.

Best of success with your upcoming presentation. We look forward to hearing the RFP results.

This communication is for discussion purposes only and does not constitute a lending commitment on the part of the Bank.

Sincerely,

Jen Pollock

Jen Pollock, CCIM
Senior Vice President
Commercial Banking Division, Central Florida

Cc: Jeff S Cely, Managing Principal, Cely Consulting, Inc
Vernice Atkins-Bradley, President / CEO, Votum Construction, LLC

1118 S Orange Ave, Orlando, FL 32806
amerisbank.com

*** SEE INCLUDED SEALED ENVELOPES, ATTACHMENT 1 AND 2, FOR PROOF OF FINANCIAL CAPACITY

KISSIMMEE - VINE ST REDEVELOPMENT
DEVELOPMENT COST SUMMARY
Phase I (Site Development I & Multifamily Building I)

Cost Analysis							
Description	QTY						
Acquisition Cost	22.0	Acres	$	681,818.18	$	15,000,000.00	Acquisition - Takedown/Purchase Option
Sitework/Infrastructure Improvements	10.0	Acres	$	400,000.00	$	4,000,000.00	Reduced - MD to HD
MultiFamily - Residential Units	315.0	Units	$	225,000.00	$	70,875,000.00	Includes Garage Parking
Hard Cost Contingency	3%				$	2,126,250.00	
					$	**92,001,250.00**	**Total**

$	7,360,100.00	8%	A/E (Horiz. & Vert.)
$	5,520,075.00	6%	Dev Fee
$	9,200,125.00	10%	Contingency

SUB-TOTAL	**$**	**114,081,550.00**

KISSIMMEE - VINE ST REDEVELOPMENT
Phase II (Site Development II & Multifamily Building II)

Cost Analysis							
Description	QTY						
MultiFamily - Residential Units	315.0	Units	$	225,000.00	$	70,875,000.00	Includes Garage Parking
Sitework/Infrastructure Improvements	10.0	Acres	$	400,000.00	$	4,000,000.00	
Commercial Spaces (Shell & Build-out)	25,550.0	SF	$	300.00	$	7,665,000.00	
Hard Cost Contingency	3%				$	2,476,200.00	
					$	**85,016,200.00**	**Total**

$	2,550,486.00	3%	A/E
$	5,100,972.00	6%	Dev Fee
$	8,501,620.00	10%	Contingency

SUB-TOTAL	**$**	**101,169,278.00**

KISSIMMEE - VINE ST REDEVELOPMENT
Phase III

Cost Analysis							
Description	QTY						
Commercial Spaces (Shell & Build-out)	25,550.0	SF	$	309.00	$	7,894,950.00	
Sportsplex	73,400.0	SF	$	284.06	$	20,850,004.00	Podium Parking Included
Outdoor/Gathering Spaces	2.0	Acres	$	500,000.00	$	1,000,000.00	
Hard Cost Contingency	3%				$	1,322,705.01	
					$	**46,412,872.07**	**Total**

$	2,320,643.60	5%	A/E
$	2,784,772.32	6%	Dev Fee
$	4,641,287.21	10%	Contingency

SUB-TOTAL	**$**	**56,159,575.21**

Estimated Total	**$**	**272,000,000.00**

Annual Development & Delivery Summary

Year	Capital Investment	Units Delivered	Units Occupied	Retail SF	MOB SF	Sportsplex SF	Key Deliverables
Year 0	$35M	0	0	0 SF	0 SF	0 SF	Site Control, infrastructure, MF I design – PPP Dependent
Year 1	$79.1M	315 (MF I)	315 units	0 SF	0 SF	0 SF	MF I construction
Year 2	$101.2M	315 (MF II)	600 units	0 SF	0 SF	0 SF	MF II construction + MF I stabilized
Year 3	$56.2M	–	630 units	21,100 SF	30,000 SF	73,400 SF	Phase II commercial + Sportsplex
Year 4	$600k	–	630 units	21,100 SF	30,000 SF	73,400 SF	Full stabilization + activation

Financial Performance & Debt Summary

Year	Revenue	Expenses (5%)	NOI	Cumulative Debt Service	Cash Flow After Debt	Loans Issued	% Financed
Year 0	$0	$0	$0	$0	$0	$15.0M	43% Purchase Option
Year 1	$0	$0	$0	$0	$0	$43.5M	55% of $79.1M
Year 2	$11.8M	$0.8M	$11M	$10.8M	$0.2M	$64.7M	60% of $101.2M
Year 3	$16.4M	$0.8M	$15.6M	$13.6M	$2.0M	$33.7M	60% of $56.2M
Year 4	$18.4M	$0.9M	$17.4M	$13.7M	$3.8M	$0.4M	60% of $600k

Project at a Glance

Over an approximate **3.5-year period**, the Kissimmee – Vine Street Redevelopment program is to deliver 630 residential units, over 51,000 SF of commercial space, and a 73,400 SF Sportsplex. This includes a $15M acquisition/purchase option agreement with the City. Revenue stabilizes at $18.4M annually by Year 4, with $3.8M in cash flow after debt service.

PHASING SCHEDULE

Year 0: P3 Agreement - Pre-Development

- Finalize site control (22 acres, Purchase-Option)
- Master planning and community engagement
- Entitlements, zoning, and preliminary utility coordination
- Horizontal design and permitting for Phase I infrastructure
- Initiate architectural, engineering, and construction for **Multifamily Building I (315 units)**

Year 1: Phase I (Complete)

- Complete **Site Development Phase I**
- Complete construction of **Multifamily Building I**
- Finalize A/E design and permitting for Phase II
- Early-stage financing and marketing for Phase II

Year 2: Phase II (Start)

- Complete lease-up of **Multifamily Building I**
- Begin **Site Development II**
- Vertical construction of **Multifamily Building II (315 units)**
- Finalize design for **Phase II commercial space (25,550 SF)**
- Finalize programming and design for **Sportsplex and public open spaces (Phase III)**

Year 3: Phase II (Complete) + Phase III (Start)

- Complete lease-up of **Multifamily Building II**
- Construct and tenant **Phase II commercial space (25,550 SF)**
- Complete construction of **Sportsplex**
- Complete remaining **Phase III commercial space**
- Finalize outdoor spaces and pedestrian connectivity

Year 3.5: Phase III (Complete)

- Conduct tenanting, activation, and grand opening events
- Deliver occupancy across **630 residential units** and **51,100 SF of commercial space**

Master Plan Overview

YEAR 0
Initiation & Planning

YEAR 1
Infrastructure Introduction

YEAR 2
Dual Construction & Design

YEARS 3 TO 4
Seamless Completion

REFERENCES

CapStrata GROUP OF COMPANIES

Name: Dan Mantzaris
City Attorney
Company: City of St. Cloud
Email: dmantzaris@dsklawgroup.com
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Orlando, FL 32801
Phone: 407-992-3540

Name: Austin Blake
Assistant City Manager
Company: City of Kissimmee
Email: austin.blake@kissimmee.gov
Website: www.kissimmee.gov
Address: 101 Church St., Kissimmee, FL 34741
Phone: 407-518-2300

Name: Florida Representative Jose Alvarez
(Former City of Kissimmee Mayor)
Email: brokerjose11@gmail.com
Website: www.josealvarez.com
Address: 2403 Cecilie St.
Kissimmee, FL 34741
Phone: 407-361-5542

HEDRICK BROTHERS CONSTRUCTION

Name: Chad Macfie
Director of the Marine Science Center
Company: County of Volusia Marine Science Center
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Director of Facilities and Planning
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Executive Director
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Palm Beach Gardens, FL 33410
Phone: 561-627-2900

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Parks & Recreation Director
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Email: gcorbitt@tequesta.org
Address: 399 Seabrook Rd
Jupiter, FL 33469
Phone: 561-768-0470

SITE CONCEPT

PROPOSED SITE PLAN & INTEGRATION WITH ADJACENT SITE



PROPOSED DEVELOPMENT



EDON PARK

PROPOSED DEVELOPMENT



NOTED SITE PLAN



A MULTIFAMILY APARTMENTS
5 LEVELS
300 UNITS
69,453 SF(5) = 347,265 SF

B RETAIL/COMMERCIAL
TOTAL SF 41,653 SF

C RETAIL/COMMERCIAL
TWO LEVELS
TOTAL SF 30,000 SF

D RETAIL/COMMERCIAL
TOTAL SF 6,700 SF

E SPORTSPLEX
(Proposed Community Benefit)
TWO LEVELS OVER TWO PODIUM PARKING
36,700 SF/ LEVEL (2) = 73,400 SF SPORTSPLEX TOTAL
36,700 SF/ LEVEL (2) = 73,400 SF PARKING GARAGE

F MULTIFAMILY APARTMENTS
5 LEVELS
110 UNITS
23,457 SF(5) = 117,285 SF

G MULTIFAMILY APARTMENTS
5 LEVELS
210 UNITS
44,832 SF(5) = 224,160 SF

PARKING GARAGE BUILDINGS

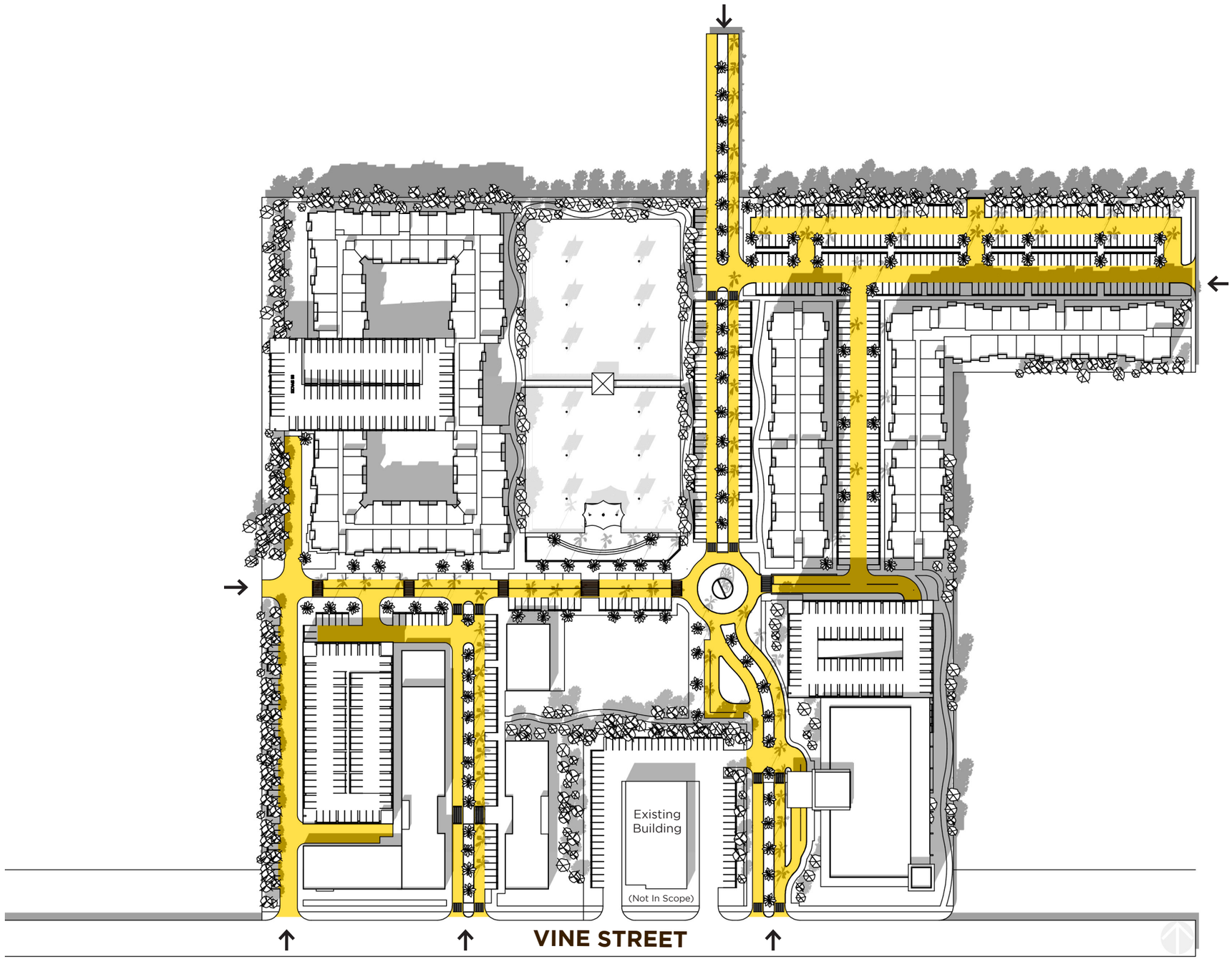
1
6 LEVELS
528 SPACES
TOTAL SF 195,696 SF

2
4 LEVELS
376 SPACES
TOTAL SF 124,400 SF

3
6 LEVELS
535 SPACES
(239 FOR SPORTSPLEX, 296 FOR MULTIFAMILY)
TOTAL SF 226,658 SF

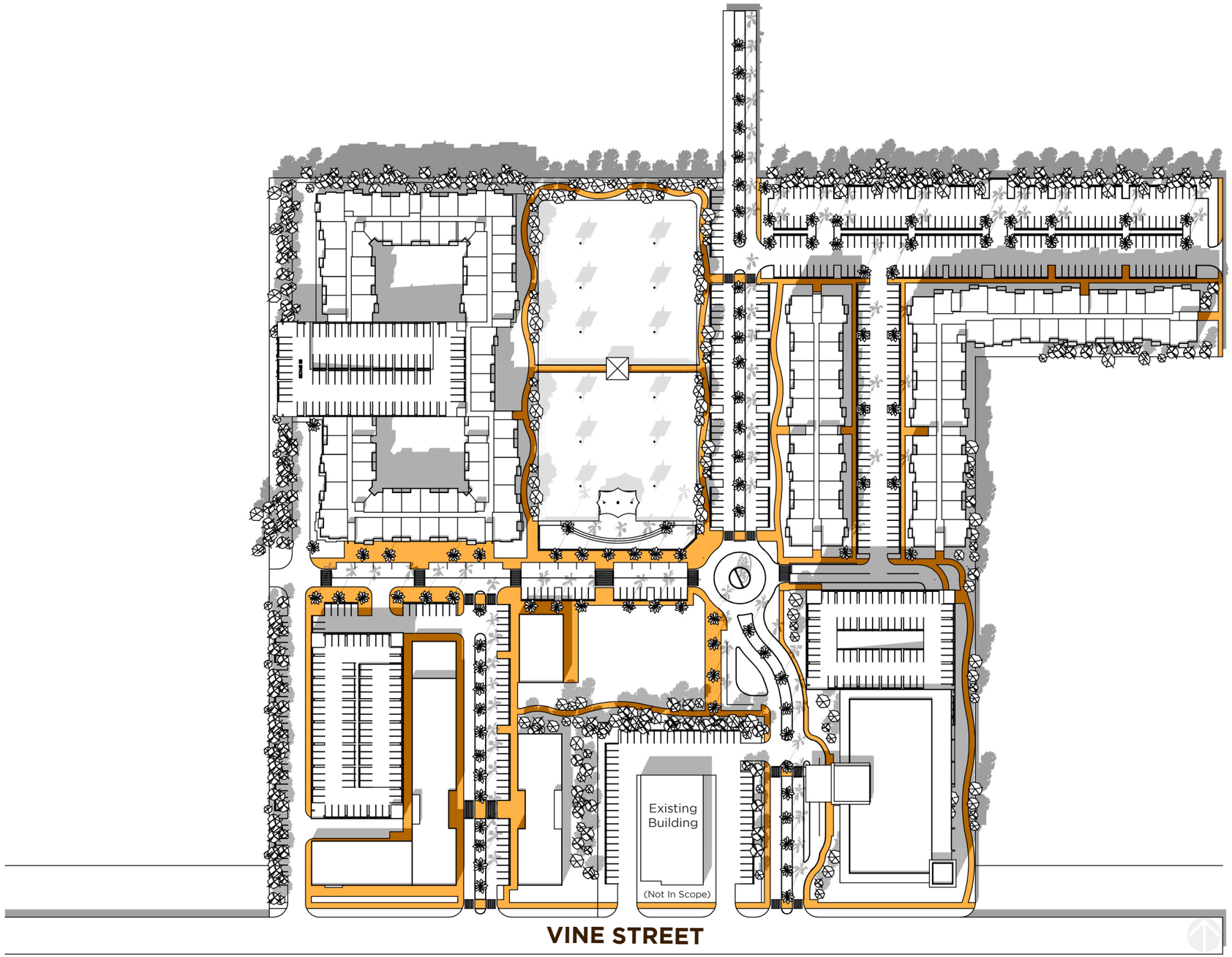
281 STREET PARKING SPACES

ENHANCEMENT OF EXTENDING STREET GRID & INTEGRATION WITH ADJACENT SITES



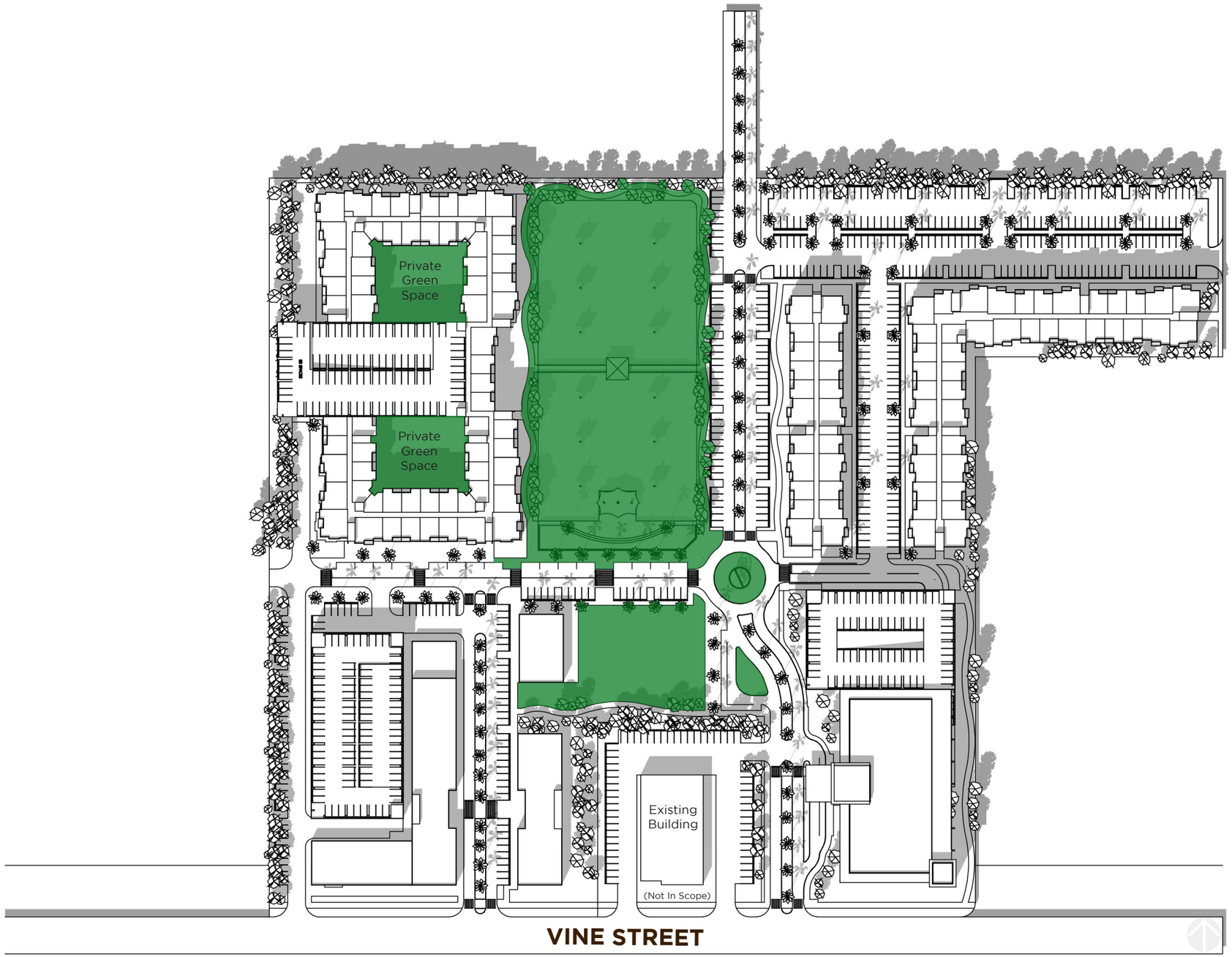
- **TRAFFIC DISTRIBUTION**
  REDUCE CONGESTION
  INCREASE RETAIL VISIBILITY
  CREATES OPPORTUNITYT BIKE LANES
- **INCREASED VALUE**
  INCREASED FRONTAGE
  VARIED PARCEL SIZES
  STREET FACING UNITS
  SHARED STREETS
- **PUBLIC ACTIVATION**
  CREATES PARKS/PLAZA
  PROMOTES CULTURAL PROGRAMMING
  ENCOURAGE “EYES ON THE STREETS”
  IMPROVED STEWARDSHIP & SAFETY
- **ADAPTABILITY**
  EASE RETROFIT INFRASTRUCTURE
  PHASED DEVELOPMENT

PEDESTRIAN & MULTIMODAL FEATURES



- **WALKABLE SITE**
  - SIDEWALKS
  - TRAILS
  - PLAZAS
- **RETAIL VISIBILITY**
  - WHEELCHAIR ACCESSIBLE
  - MOBILITY DEVICES
  - ENHANCE SAFETY
  - VIBRANT STREET LIFE
- **MULTIMODAL**
  - BIKE LANES
  - GREEN PATH CONNECTIONS
  - TRANSIT BUS STOPS
  - MICRO-MOBILITY HUBS
    - SCOOTER SHARE
    - BIKE SHARE
- **RIDESHARE**
  - DROP-OFF / PICK-UP ZONES

ACTIVATED GREEN SPACES



- **COMMUNITY ENGAGEMENT**
  FARMERS MARKETS
  FOOD TRUCKS
  COMMUNITY MOVIE NIGHT, FESTIVALS, ETC
  FOSTER CIVIC PRIDE
- **ENHANCED PROPERTY & ECONOMIC VALUE**
  INCREASE LEASING TIMES
  ATTRACT RETAILERS
  SUPPORT SMALL BUSINESSES
  COMPETITIVE URBAN MARKET
- **IMPROVED SAFETY**
  ADJACENT BUILDINGS REDUCE CRIME
  WELCOMES COMMUNITY
  DISCOURAGES LOITERING AND MISUDE
- **HEALTH & WELL-BEING**
  ENCOURAGES PHYSICAL ACTIVITY
  REDUCES STRESS
  IMPROVES MENTAL HEALTH
  VISUAL RELIED IN DENSE ENVIRONMENT

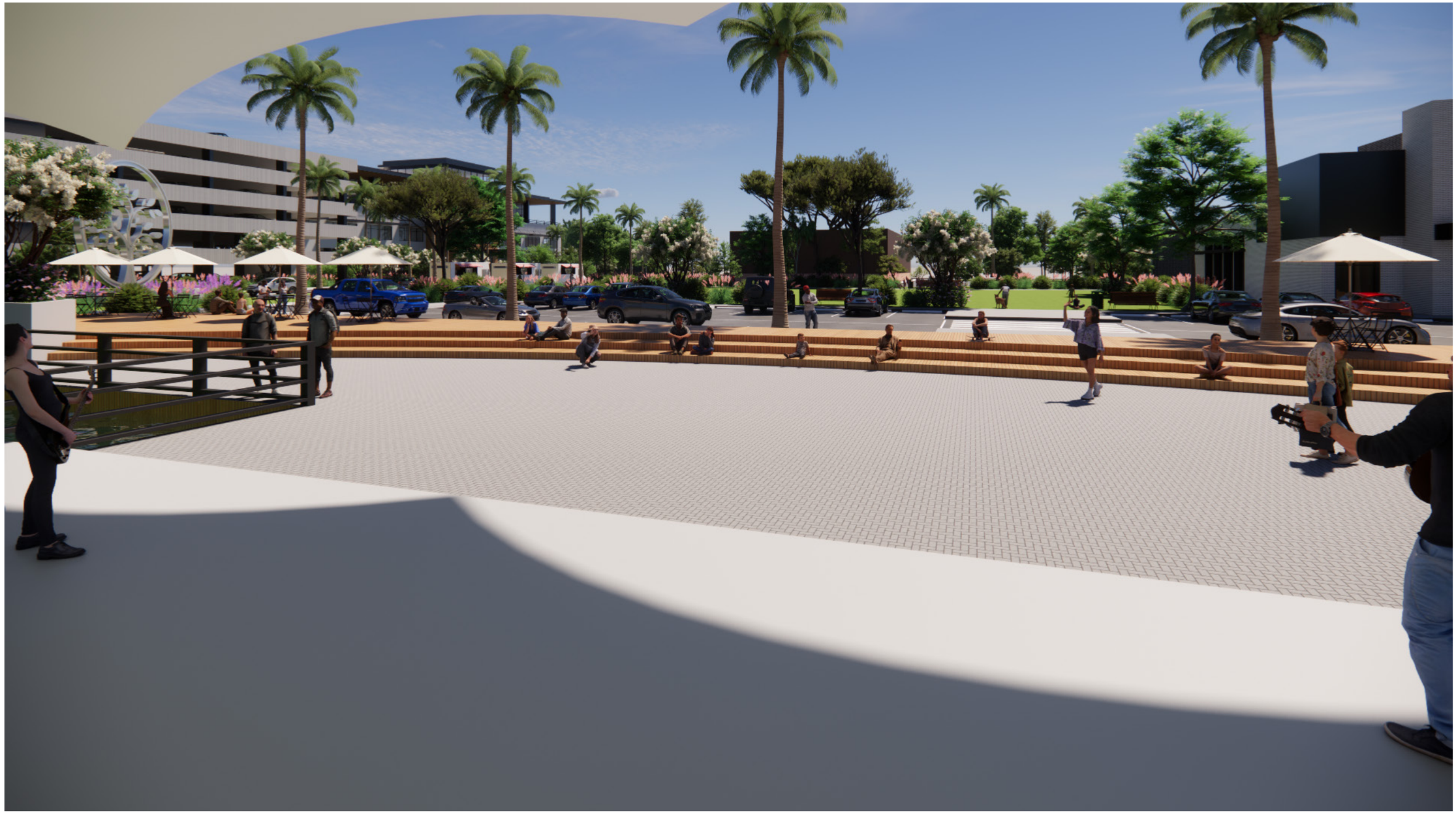
FARMER'S MARKET/EVENT LAWN & FOOD TRUCK STATIONS

Small Business Support, Celebrating Community



CENTRAL PARK STAGE WITH PLATFORM SEATING

Where Community Comes to Life



STATE OF THE ART SPORTS FACILITY

Community Benefit Providing Health Equity



600+ NEW HOMES, 1 INCLUSIVE COMMUNITY

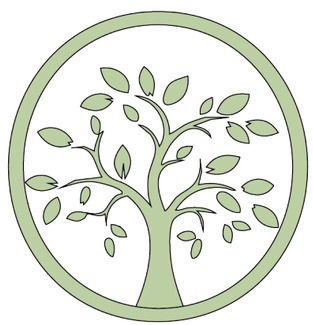
10% Dedicated to Affordable Housing



RETAIL THAT BRINGS COMMUNITY TOGETHER

Increased Employment Opportunities





EDON

PARK

Kissimmee, Florida

THANK YOU

ROOTED IN HISTORY

BUILT IN COMMUNITY

DESIGN TO LEAD



SKYVIEW
COMPANIES

ORIGINAL
ORIGINAL
ORIGINAL

#RFQ2025-005

KMART SITE REDEVELOPMENT PROJECT

July 22, 2025

City of Kissimmee &
Vine Street Kissimmee Community Redevelopment Agency

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   + *Innovation & Technology*

SKYVIEW
COMPANIES

July 22, 2025

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

Re: #RFQ2025-005 Kmart Site Redevelopment Project
City of Kissimmee & Vine Street Kissimmee Community Redevelopment Agency

Dear Selection Committee Members

It is with great enthusiasm and deep gratitude that we submit this proposal for the redevelopment of the former Kmart site on Vine Street. At SkyView Companies, we believe in the power of thoughtful, community-driven development to transform neighborhoods and uplift lives. Our long-standing public-private partnership with the City of Kissimmee is central to this mission. Together, we've demonstrated that when local government and committed developers work in true collaboration, we can deliver housing that is not only functional but meaningful, housing that reflects the values, history, and aspirations of the people who call this city home. As a trusted local redevelopment partner, we are proud of the strong relationships we've built with city leadership, commissioners, and board members, and of our shared commitment to a thriving, inclusive Kissimmee.

Project Concept

The redevelopment of the former Kmart site on Vine Street presents a rare and powerful opportunity to breathe new life into Kissimmee's Vine Street corridor. Our vision reimagines this underutilized property as a vibrant, inclusive, and walkable destination that blends thoughtfully designed apartment living with neighborhood-serving retail, entertainment, and outdoor amenities. By activating the new pond and integrating greenspace, plazas, and social gathering areas, this project will foster a dynamic live-work-play environment that reflects the spirit of the community. More than a development, this is a placemaking initiative, designed to bring people together, build culture, stimulate the local economy, and strengthen the neighborhood's identity for generations to come.

We are honored to present our vision for this transformative redevelopment of the former site. It is a catalytic opportunity to revitalize a key corridor in Kissimmee.



OUR TEAM

SkyView Companies – *Developer*

SkyView Companies (SVC) is a vertically integrated real estate development firm with deep expertise in large-format, high-density urban projects. With over $1.5 billion in transformative mixed-use development completed in the New York City metropolitan area, including more than 1,300 residential units, 3,000 structured parking spaces, and 1.2 million square feet of retail and medical office, our success is rooted in a deep understanding of urban economics, design excellence, and public-private collaboration.

Over the past five years since expanding into Florida, we've covered significant ground, bringing with us a proven development model and a reputation for quality, integrity, and innovation. We've leveraged this foundation to form meaningful connections across the state and deliver projects that reflect the needs and aspirations of local communities. One of our proudest achievements is our public-private partnership with the City of Kissimmee, where we successfully delivered The Allen at Beaumont, an award-winning, mixed-use redevelopment that has become a catalyst for downtown revitalization.

TRUSTED PARTNERSHIP

One of our proudest achievements is our public-private partnership with the City of Kissimmee, where we successfully delivered The Allen at Beaumont, an award-winning, mixed-use redevelopment that has become a catalyst for downtown revitalization.

In addition, our Medical Offices at Beaumont project, another product of close collaboration with the City, further supports the growth of the Medical Arts District and strengthens the city's economic and healthcare infrastructure. We've built trusted relationships with local architects, engineers, and a construction team who align with our core values. As a relationship-driven company, we believe that long-term success is built on trust, accountability, and shared purpose, and we are excited to continue contributing to Kissimmee's forward momentum with projects that create lasting value for the community. Our projects, rooted in partnership, reflect a clear alignment with the City's aspirations. From The Allen at Beaumont to Downtown Gather & Grow, our work has honored the City's priorties while enhancing quality of life for its residents.

KISSIMMEE EXPERIENCE

Our journey in Kissimmee has been one of purpose and pride. In 2020, we were selected as the master developer for the Beaumont Redevelopment Project, a transformative, multi-phase plan to reactivate a 20-acre site once home to Beaumont Middle School and later Osceola County offices.

Phase 1 – The Allen at Beaumont was completed in fall 2024, bringing 312 apartments to the heart of the Medical Arts District, just steps from three major hospitals. Designed to support healthcare professionals, the project delivers much-needed workforce housing while contributing to the district's growing urban identity.

Phase 2 – Medical Offices at Beaumont addresses another critical community need: Class A medical office space. As the region continues to grow and demand for healthcare services rises, modern, high-quality medical office space is essential. This next phase introduces state-of-the-art facilities tailored for today's providers, supporting the healthcare ecosystem while reinforcing Kissimmee's position as a regional medical hub.



Most recently, SkyView was honored to be selected again by the City as master developer for the *Toho Garage Redevelopment*, which includes the *Kissimmee Hotel & Suites*, *Residences on Monument*, and the visionary Downtown Gather & Grow initiative. This $130 million mixed-use development centers around a full-service hotel, a full-service grocery store, the first in Downtown Kissimmee, paired with retail, dining, wellness services, and high-quality residential and live-work spaces.

Primary Key Personnel:



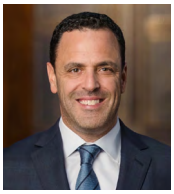
MICHAEL DANA
Partner/CEO – New York

President and Chief Executive Officer of Onex Real Estate Partners and SkyView Companies. Michael oversees all investment decisions, as well as the strategic direction of the fund.

Michael has been in the real estate business for more than 35 years. Prior to forming Onex Real Estate Partners and SkyView Companies, he accumulated more than a decade of investment banking experience that culminated at Credit Suisse First Boston, where he was the North American Head of Investment Banking. Prior to this, he ran the capital markets division of Equitable Real Estate.

Michael is a member of the Board of Trustees and Chair of the Baltimore Incentive Program of the University of Maryland. Michael holds a degree from the University of Maryland and an M.B.A. from the University of Pennsylvania's Wharton School of Business.

Kmart Roles: Strategic Planning, Design Look and Feel, Financing



STEVEN TALLES
Acquisitions and Capital Markets – New York

Steven directs acquisitions and capital markets for Onex Real Estate Partners / SkyView Companies. Since joining Onex in 2005, Stephen has been intricately involved in the financing, development, leasing, sales and management of OREP's development portfolio, including Sky View Parc, a $1.5 billion, 3.3 million square foot development.

Prior to joining OREP, Stephen was an associate at Credit Suisse, a Swiss investment bank in their real estate banking group.

Stephen holds a bachelor's degree from the University of Michigan.

Kmart Roles: Market Analysis, Financing



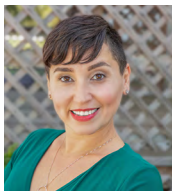
STEPHEN LIBERTY
Partner/COO – Kissimmee

Stephen manages day-to-day operations for SkyView Companies. Stephen's responsibilities include overseeing field personnel, risk management, project and systems controls, and accounting for the development and construction process. Stephen has recently relocated to central Florida to establish SkyView Companies southern base of development operations.

Stephen most recently oversaw the construction operations for The Urban, a $65 million mixed-use development in Flushing, Queens. Prior to that, Stephen oversaw project controls for the $925 million mixed-use SkyView Parc Phase I and $490 million SkyView Parc Phase II projects in Flushing, New York. Stephen has been in the development, construction management, and accounting fields for over 30 years.

Prior to joining SkyView Companies, Stephen was Director of Project Control at ITT Sheraton Corporation and was responsible for project controls for more than $1.5 billion in hotel, casino, and retail projects under the ITT Sheraton and Caesars World brands. Stephen is a graduate of Cornell University.

Kmart Roles: Design & Construction Management, Bank Relations, Financial Reporting



BLANCA PADILLA
Senior Project Management and Director of Business Development – Kissimmee

Blanca, with 17 years of experience in the construction industry, currently holds the position of Director of Business Development and Marketing Strategies at SkyView Companies.

Her expertise lies in managing large- scale urban mixed-use developments, having overseen over $1.5B in construction in New York City. In 2017, she established SkyView Companies Florida and spearheaded The Beaumont Redevelopment Project, a 20-acre initiative in partnership with the City of Kissimmee. Blanca balances her time between project management, development, site acquisition analysis, business growth, and marketing.

A dedicated member of the CREW Orlando chapter, she actively contributes to the special events committee and co-chairs the programs committee. Her outstanding contributions were recognized when she received the Rising Star Award from CREW Orlando in 2023.

Kmart Roles: Market Analysis, Design and Construction Management, Business Development and Marketing

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NOBLE
CONSTRUCTION GROUP

Noble Construction Group – *General Contractor*

Since its founding in 2010, Noble Construction Group has transformed from a start-up consisting of a few seasoned project executives to one of the leading construction management and general contracting firms on the east coast. Noble Construction Group's success stems from its unparalleled commitment to its clients, projects and employees.

Armed with an executive leadership team averaging over twenty years' experience in construction management and general contracting, Noble Construction Group provides its clients with the highest level of technical know-how to manage every facet of their jobs from preconstruction through closeout. Whether it's working in the commercial, industrial, high-rise residential or hospitality sectors, Noble Construction Group's employee's diverse experiences have prepared the company to address all of our client's needs in a thoughtful, proactive manner with a focus on keeping costs down and schedules intact. Irrespective of the size or complexity of the project, Noble Construction Group's talented team is ready to meet the challenge so that all of its Owner's and Designer's visions can be achieved.

TRUSTED PARTNERSHIP

Noble Construction Group is proud to be a long-standing and trusted partner of SkyView Companies, a relationship that began with the successful delivery of *The Grand in New York City*. This partnership, founded on trust, precision, and a shared vision for transformative development, naturally extended to Florida as SkyView established a presence in Kissimmee. Since then, Noble has become SkyView's preferred builder in Central Florida, playing a central role in the execution of its most impactful projects. Our partnership continues to grow through our selection as contractor for City of Kissimmee's *The Haven on Vine*, a public-private initiative that reflects our mutual commitment to building forward-thinking, community-driven developments.

KISSIMMEE EXPERIENCE

Noble's Kissimmee portfolio reflects a consistent track record of quality, efficiency, and excellence in execution. As general contractor for The Allen at Beaumont, we helped transform this site into a thriving 312-unit urban community in just 14 months. This 391,000 SF development features a resilient underground utility network, three engineered stormwater ponds, and a structure that brings walkable urban density to the Medical Arts District. More than just delivering a high-volume project ahead of schedule and within budget, we set a new bar for mixed-use development in the city. Noble is also leading construction on The Legacy at Kissimmee, a 256-unit residential community featuring a mix of multifamily buildings, carriage houses, extensive amenities, and support infrastructure, further strengthening the city's housing offerings and quality of life.

P3 EXPERIENCE

Haven on Vine is a deeply meaningful project, not just for Noble Construction Group, but for the City of Kissimmee. As the City's passion project, this transformative public-private redevelopment is focused on providing transitional housing for low-income families, supporting vulnerable residents with dignity, stability, and opportunity. Set to break ground in August 2025, the four-phase redevelopment includes the construction of 83 new efficiency studio apartments, the renovation of ten existing fourplexes, and the adaptive reuse of an existing office building to serve as a hub for administrative and resident support services.

Designed by Forefront Architecture and shaped by the City's vision for inclusive housing solutions, *Haven on Vine* will revitalize a key site in the Vine Street corridor while expanding access to high-quality, modern, and affordable housing. This redevelopment also reflects a compassionate approach to city planning, where architectural design, construction execution, and social impact converge to serve the community's most pressing needs.

Noble Construction Group is honored to lead the construction efforts on this project. Our team is fully committed to delivering Haven on Vine with the same precision, care, and integrity that have defined our past work, ensuring each phase is executed efficiently and every structure contributes to a stronger, more inclusive Kissimmee.

Primary Key Personnel:



Edward Geerlof, Jr.

Chief Executive Officer – New Jersey

Mr. Geerlof co-founded Noble in 2010 and is its Chief Executive Officer. His unwavering dedication to Noble has created one of the top construction management firms on the East Coast.

In addition to his administration of Noble's home office operations, Mr. Geerlof is intimately involved in all aspects of Noble's projects, from development through construction and close-out. He is routinely consulted by owners, architects, and contractors during each phase to ensure that the most cost-effective and timely methods are being utilized. Mr. Geerlof attends project meetings, reviews monthly requisitions and cost reports, and creates/monitors project schedules.

Prior to forming Noble, Mr. Geerlof was responsible for the pre-development and management of several high-rise residential buildings for a leading construction management company and a national public developer.



Charles Becker
President – New Jersey

Mr. Becker co-founded Noble in 2010 and is its President. He has been instrumental in ensuring that all clients receive senior level attention through his hands-on involvement with Noble's projects. This dedication has solidified Noble's status as a premier tri-state area construction management firm.

Mr. Becker is responsible for the day-to-day management of field staff and operations. He is associated with scheduling, site safety, construction details, and project reporting. His on-site involvement allows him to act as the liaison between Noble's corporate office and field operations.

Mr. Becker started his career in the field as a union carpenter, and become a chief estimator. He then owned and operated several companies, and gained over thirty years' experience in heavy construction, general contracting, and corporate interiors.



David Goldstein
COO/General Counsel – New Jersey

Mr. Goldstein joined Noble as General Counsel in 2015 and became Chief Operating Officer in 2016 after serving as Noble's outside counsel since the company's formation in 2010. As Chief Operating Officer, Mr. Goldstein oversees all aspects of Noble's operations, working closely with each of Noble's team leaders. In his role as General Counsel, He brings more than fifteen years' experience as a construction industry attorney.

Prior to joining NCG, Mr. Goldstein was a litigation partner at Morrison Cohen LLP, where he routinely represented owners, developers, construction managers, general contractors, and subcontractors with their litigation and transactional needs.



Trent Jones
Vice President, Construction – Kissimmee

Mr. Jones has over twenty-five years' experience in the construction industry. He has a diverse project portfolio which includes high-rise residential towers, commercial, multifamily, commercial interiors, and high-end residential homes. He has worked extensively throughout the United States, more recently concentrating in New York, Florida and Tennessee.

Mr. Jones has managed the successful completion of multi-million-dollar projects by focusing on the coordination of trades and developing meaningful working relationships with architects, engineers, building officials, and developers. He is very energetic and goal oriented, and he continues to push each project, concentrating on efficiency and profitability.

Kmart Roles: Construction and Strategic Management, Efficiency & Quality Assurance, Value Engineering, Community Relations, Business Development

Baker Barrios
The shape of things to come.

Baker Barrios Architects – *Designer*

Established in 1993, Baker Barrios Architects is a multidisciplinary design firm with offices in Orlando, Tampa, Nashville, Chicago, Boston, and Miami, built on a vision of creative excellence, innovative solutions, and enduring relationships. Our team of over 150 professionals delivers comprehensive services in architecture, planning, interior design, and landscape architecture, combining visual storytelling with practical solutions to elevate the identity of each site while aligning with our clients' long-term goals. Known for hands-on leadership, rigorous quality control, and unwavering commitment to timely and budget-conscious delivery, we have a proven track record of impactful, community-focused projects across Central Florida and beyond.

TRUSTED PARTNERSHIP

Baker Barrios enjoys a strong, long-standing partnership with Kimley-Horn, having collaborated on hundreds of successful projects throughout the region. Our close working relationship ensures seamless coordination across disciplines, resulting in streamlined delivery and alignment of project goals. Together, we have delivered complex developments with integrated architectural and engineering solutions, leveraging each firm's expertise to maximize value and efficiency for clients.

KISSIMMEE EXPERIENCE

Baker Barrios has deep roots in the City of Kissimmee and greater Osceola County, where we are currently engaged under a continuing services contract. Our work in the area includes significant contributions to projects such as the Osceola Commerce Center, a major commercial development addressing the region's growing industrial needs, as well as a broad portfolio of mixed-use, multifamily, and commercial developments aligned with the scale and community vision of projects like the Kmart Redevelopment. We are passionate about contributing to Kissimmee's growth and look forward to collaborating with the City, SkyView Companies, and Kimley-Horn to bring future projects to fruition.

P3 EXPERIENCE

Baker Barrios brings extensive expertise in public-private partnerships, entitlement processes, and phased development strategies, which are particularly relevant for large-scale redevelopment efforts. Our firm has successfully navigated complex collaborations between public entities and private developers to deliver transformative projects that enhance community identity and economic vitality. Notable examples of our P3 work include *Creative Village* in Orlando, *The Yard at Ivanhoe*, and *Westcourt Orlando*, where our multidisciplinary approach and deep understanding of stakeholder objectives have driven impactful results and sustainable urban growth.



Creative Village – *Orlando, FL*

Creative Village builds upon the success of Orlando's digital media industry by transforming the former Amway Arena site into a 68-acre mixed-use, transit oriented, urban infill neighborhood in the heart of Downtown Orlando. Leading higher education providers; high-tech, digital media and creative companies; and a diverse mix of students, employees and residents will call Creative Village home.

68 Acres

- 1,200,000 SF Office/ Creative Space
- 750,000 SF Education space
- 640 Student Housing Beds
- 1,500 Residential Units
- 150,000 SF Retail/Commercial
- 225-room Hotel





The Yard at Ivanhoe – *Orlando, FL*

Many of Central Florida's luxury apartments offer amenities like game rooms and dog wash stations, but The Yard at Ivanhoe stands out with a unique art gallery featuring neighborhood photos and a 40-foot mural by local artist Boy Kong. The $175 million, 591-unit complex also boasts a 5,000-square-foot gym, 24-hour concierge, rooftop pool, game room, clubhouse, and Foxtail Coffee. Its modern architecture blends seamlessly with traditional neighborhood character. Components include:

- 53,000 SF Retail
- 428,662 SF Residential Flats
- 1,146 Space Parking Garage
- Brownstone
- Festival Street
- Amphitheater



Westcourt Orlando – *Orlando, FL*

A 900,000-square-foot mixed-use planned development located in downtown Orlando, featuring high-rise residences, a full-service hotel, office and meeting spaces, retail shops, a dynamic live events venue, and on-site parking. Details include:

- 260 Keys Full-Service Hotel with 16,000 SF Meeting & Conference Space
- 270 Units High-Rise Residential (Located Above the Hotel)
- 3,500 Capacity Live Events Venue
- 200,000 to 300,000 SF Class A Office Space
- 125,000 SF Retail Space
- 1,140 Spaces On-Site Parking
- Phase II: 750,000 sf w/ 700 residential units

Primary Key Personnel:



Annette Rivera, AIA
PIC/Project Director

Annette Rivera is a licensed architect with extensive experience in project management and team leadership. She excels in developing comprehensive schedules, coordinating effectively with clients, conducting thorough field surveys, and overseeing both design work and construction administration. Annette has made significant contributions to a diverse array of projects, including multi-family residential developments, mixed-use complexes, retail spaces, commercial facilities, industrial projects, and civic initiatives. Her ability to integrate client needs with innovative architectural solutions distinguishes her in the field.

Annette currently manages Baker Barrios' continuing services contract with the ***City of Kissimmee*** and is actively involved in a range of City initiatives. Her work includes the ***Berlinsky Community House***, upgrades to multiple fire stations and police training facilities, as well as several mixed-use and residential developments within City limits. She places a high value on the firm's relationship with the City and is committed to being a responsive, collaborative, and trusted partner.



Anzhelika Arbatskaia
Master Planner

Anzhelika Arbatskaia brings over a decade of experience in architectural visualization and design, with a strong portfolio that includes both residential and large-scale mixed-use developments. She holds a Master of Science in Architectural Studies from the University of Florida and is highly skilled in ArchiCAD, Revit, and Adobe Creative Suite. Anzhelika's ability to think at both the big-picture and detail level makes her especially effective on complex, multi-phase projects. She has worked on several developments comparable in scale and scope to the Kmart site and has spent the past year studying this specific location through her participation in ULI Central Florida's REDi program. Her deep familiarity with the site and thoughtful, solutions-oriented approach make her a strong contributor to the team. Fluent in both Russian and English, Anzhelika brings a global mindset and collaborative spirit to every project she touches.



Sonya Fritz
Project Architect

Sonya Fritz is an accomplished Project Architect and Project Manager with 18 years of experience delivering multifamily residential, hospitality, and mixed-use projects throughout Florida and beyond. She is skilled at leading projects from conceptual design through construction, aligning complex design goals with client expectations, budgets, and schedules while ensuring compliance with all regulatory requirements.

Sonya excels at aligning complex design goals with client expectations, budgets, and schedules, while maintaining strict adherence to applicable codes and regulatory requirements. Her portfolio includes significant projects such as Livano Serenova in Pasco County, a Class A multifamily community emphasizing social connectivity and modern amenities; The Emi on 50 in Orlando, a vibrant urban development featuring live-work units, townhomes, apartments, and integrated commercial spaces; and the large-scale VAI Resort in Glendale, Arizona, a transformative hospitality and entertainment destination. She has also contributed to the renovation and expansion of the Postcard Inn in St. Petersburg Beach, Florida, integrating community-focused design with modern hospitality experiences. For the Kmart Site Redevelopment Project, Sonya will serve as Project Architect, bringing her expertise in managing complex developments and her commitment to creating high-quality, community-focused spaces.



Camille Goodin, ASLA, PLA
Landscape Architect

Camille Goodin is a seasoned landscape architect with over 21 years of national and international experience leading diverse and complex projects. As Principal and Director of Landscape Architecture at Baker Barrios Architects, she specializes in landscape and hardscape design for mixed-use, hospitality, healthcare, residential, civic, and entertainment environments. Camille is known for combining strategic thinking, creativity, and strong technical expertise to deliver innovative, context-sensitive solutions across a range of project scales, from large-scale master planning to detailed site design.

Her portfolio includes notable work on transformative urban developments, parks and open spaces, hospitality destinations, and community-focused public realm projects. Some of her significant projects include the Boynton Beach Town Square Redevelopment, Orlando International Airport South Terminal C, the Alfond Inn at Rollins College expansion, and landscape design for iconic entertainment venues such as Universal Studios' Volcano Bay and Hagrid's Magical Creatures Motorbike Experience. She has contributed to master plans and amenity-rich environments that prioritize sustainability, connectivity, and community engagement, which are principles central to the City of Kissimmee's vision for the Kmart Site Redevelopment.

Camille holds professional licensure in multiple states, including Florida, Tennessee, Nevada, Alabama, Arizona, New Jersey, Illinois, Texas, and Mississippi, and is CLARB certified. Camille is an active member of the American Society of Landscape Architects and CREW Orlando, underscoring her commitment to professional excellence and collaborative design.

Kimley»Horn

Expect More. Experience Better.

Kimley-Horn and Associates – *Civil Engineer*

Kimley-Horn and Associates, Inc. (Kimley-Horn) was founded in 1967 (58 years ago) by transportation planners and traffic engineers in Raleigh, NC. Today, Kimley-Horn is a full-service engineering, planning, and environmental consulting firm with more than 8,700 employees nationwide, offering comprehensive services in the following practice areas:

- Code Updates
- Urban Planning
- Land Development
- Landscape Architecture
- Transportation
- Traffic
- Transit
- Environmental Science
- Water Resources
- Airports/Aviation

In Florida, Kimley-Horn has over 1,500 employees in 22 offices that provide community planning services, transportation planning and engineering, water/wastewater engineering, site planning and design, among other services. Our planners, urban designers, engineers, and landscape architects develop insightful solutions to deliver practical results that consistently exceed our client's expectations.

Kimley-Horn's clients have access to a versatile staff of professional planners; landscape architects; civil, transportation, and structural engineers; and environmental scientists. Kimley-Horn has partnered with municipalities across the country to craft growth and development plans that balance economic, environmental, and social values. Our team of planners, urban designers, and engineers excel in facilitating stakeholder engagement and evaluating development alternatives. We are committed to multidisciplinary efforts that set high expectations and are focused on implementation.

Our planners and urban designers have varied public-sector experience ranging from United Development Code (UDC) updates and comprehensive planning to transportation planning and streetscape design. Additionally, our team provides services related to airport zoning, land use policy, standards, and community engagement.

TRUSTED PARTNERSHIP

For nearly two decades, Kimley-Horn and Baker Barrios Architects have cultivated a trusted partnership built on responsiveness, shared values, and a drive for excellence, collaborating on complex multifamily projects like *Society Orlando* and *The Edge at Lincoln*, as well as fast-paced industrial and logistics developments through National Private Client Partnerships; this enduring relationship reflects Kimley-Horn's deep understanding of Baker Barrios' design vision and ability to consistently deliver reliable, multidisciplinary expertise that meets challenging project demands.

KISSIMMEE EXPERIENCE

Kimley-Horn maintains a strong, ongoing partnership with the City of Kissimmee, providing practical solutions across diverse projects under their Continuing Services Contract, including development reviews, roadway extensions, and drainage studies like the Benita project, while leading intersection designs and on-call responses; with deep familiarity with the City's standards and evolving stormwater regulations, Kimley-Horn, led by Brian Ashby, PE, offers the expertise and proactive insight needed to resolve challenges efficiently and help advance Kissimmee's vision for a connected, resilient community.

P3 EXPERIENCE

Kimley-Horn brings comprehensive expertise in Public-Private Partnership (P3) projects, serving as a civil engineering consultant through all phases—from district establishment to implementation—and excels at navigating stakeholder interests to transform redevelopment goals into impactful community assets, notably as District Engineer for major Florida developments like Midtown Miami, RiversEdge in Jacksonville, and Miami Worldcenter, where the firm has successfully delivered over $250 million in public infrastructure for large-scale, mixed-use projects.



Miami Worldcenter – *Miami, FL*

Spanning 35 acres in downtown Miami, Miami Worldcenter is a transformative mixed-use development featuring over 13 million square feet of retail, residential, office, and institutional space, where Kimley-Horn led streetscape and infrastructure design, including pedestrian promenades, plazas, bike lanes, and MetroMover stations, while collaborating with the City, CRA, and the master developer to establish the CDD for financing public improvements; the firm also delivered $14 million in record-setting utility upgrades, designed FPL and communication systems, and integrated public safety elements, turning a once-blighted district into a dynamic, pedestrian-focused urban hub.



RiversEdge – *Jacksonville, FL*

At RiversEdge in Jacksonville's Southbank, Kimley-Horn is delivering comprehensive civil engineering and consulting services for a 32-acre mixed-use project featuring 1,170 residential units, 200,000 square feet each of office and retail space, a marina, riverfront dining, a hotel, a 3.5-acre park, and an extended Riverwalk, serving as Prime Civil Engineer, CDD Engineer, and Development Consultant responsible for all phases from master planning and due diligence to design and construction, ensuring cohesive infrastructure, landscape, and public realm integration.



Rome Yards – *Tampa, FL*

Rome Yards, a $300 million redevelopment in Tampa's downtown waterfront, will transform 18 acres into a vibrant urban community with 954 residential units, 600 dedicated to workforce and affordable housing, alongside retail spaces, micro-business hubs, a workforce training center, amphitheater, cultural and arts facilities, and a brick "cigar tower" honoring local Latin heritage, with Kimley-Horn providing civil engineering and landscape architecture services covering due diligence, rezoning, master planning, infrastructure design, permitting, and construction support to bring this mixed-use vision to life.

Primary Key Personnel:



Brian Ashby, PE
Project Manager

Brian has 14 years of experience in civil engineering and project management for private- and public-sector land development projects, including utilities, site layout, stormwater, permitting, grading, wastewater pump stations, horizontal directional drilling, areawide hydraulic modeling, wastewater force mains, finished water mains, wastewater pipeline rehabilitation, utility master planning, stormwater master planning, floodplain management, water quality design, and construction phase services. Brian has extensive knowledge of permitting through various review agencies across Florida, including St. Johns River Water Management District (SJRWMD), South Florida Water Management District, (SFWMD), the Florida Department of Environmental Protection (FDEP), the Florida Department of Transportation (FDOT), the Federal Emergency Management Agency (FEMA), and various other municipal entities. He has completed redevelopment projects with Osceola County and contributed permitting strategy for redevelopment projects in the City of St. Cloud, demonstrating his familiarity with local permitting agencies. Brian's experience with Osceola County and the City of Kissimmee through continue services contracts further reflects his understanding of municipal infrastructure needs in the City of Kissimmee and surrounding jurisdictions.



Kiana Nieves, PE
Civil Engineer

Kiana brings more than six years of experience as a civil engineer. Her land development and site civil knowledge includes site planning, utility design, stormwater design, grading, wastewater pump station design, floodplain management and permitting, roadway and site improvements, Americans with Disabilities Act (ADA) compliance, construction phase services, and permitting through various water management districts and municipal agencies throughout the state of Florida. She has contributed to numerous commercial, residential, industrial, and high-end mixed-use developments in Central Florida and throughout the state.



Hao Chau, PE
Transportation Engineer

Hao has over 25 years of experience in transportation engineering, specializing in the design and management of transit lanes, multimodal improvements, resurfacing, widening, and reconstruction. In Kissimmee, he has led projects under the City's Continuing Contract, including roadway design, drainage, lighting, utility coordination, development review, and construction services. His work includes the Bermuda Estates Drainage Improvements, Mann Street Extension, Benita Street Drainage Study, and Railroad Quiet Zone initiatives. He also managed the Carroll Street and County Road 532 widening projects, led the Nova Road planning and environmental study, and contributed to the Downtown Corridor and Osceola Michigan projects. Hao's expertise spans transit infrastructure, bus facilities, feasibility and planning studies, permitting, public-private partnerships, and construction support. He is recognized for delivering Complete Streets, safety and operational improvements, and pavement rehabilitation strategies that support successful project outcomes.

In Closing

We are honored to continue building on our relationship with the City of Kissimmee and to play a meaningful role in shaping its future. Through continued partnership, we look forward to creating more than just a place to live, we aim to deliver a community that inspires connection, supports opportunity, and reflects the heart and character of Kissimmee. Thank you for the opportunity to be part of this next chapter on Vine Street. We look forward to bringing this shared vision to life, together.

Sincerely,

SkyView Companies
Stephen Liberty
Partner/COO – Kissimmee

2

Attachment A
+ Addenda Acknowledgments

Attachment A:

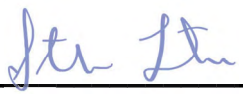
Understanding of RFQ Procedures, Terms and Conditions

(To be returned with qualifications submission)

Invitation to Submit Qualifications
City of Kissimmee, Florida
RFQ2020-006

I acknowledge I have read and understand all procedures and requirements of the above referenced RFQ and have complied fully with the general terms and conditions outlined in the RFQ.

Development Team: SKYVIEW KISSIMMEE DEVELOPER LLC

Representative's Signature: 

Representative's Printed Name: STEPHEN LIBERTY

Date: 07/11/2025

Addenda Acknowledgments follows:

May 5, 2025

Addendum No.1

Project: Kmart Site Redevelopment Project
Bid No: RFQ2025-005

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

A. Clarification of Dropbox link in RFQ Document: Incorrect Dropbox link was inserted please see correct one below.

SUPPORTIING DOCUMENTS

To better understand the VSCRA's objectives, as well as the opportunities and constraints for redeveloping the site(s), the following documents are available in electronic format and may be obtained at:

https://www.dropbox.com/scl/fo/myc92e53ttqnqyev9dpwe/AKaQ8-6jEgtGuIIubG7koXI?rlkey=eevhi28c24wv0ruyhmo8edx4c&st=0kx3fcu5&dl=0

- VSCRA Master Redevelopment Plan
- VSCRA boundary map
- Kissimmee Bicycle and Pedestrian Master Plan
- Regional Stormwater Facility Study
- Boundary surveys
- Phase I environmental site assessment

ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1, 2, 3, 4 (IF APPLICABLE)

_____
(Signature)

COMPANY NAME SKYVIEW KISSIMMEE DEVELOPER LLC

COMPANY ADDRESS 366 N BEAUMONT AVE, KISSIMMEE, FL 34741

BY: _____ DATE: 07/11/2025
(signature)

STEPHEN LIBERTY, COO EMAIL: SLIBERTY@SKYVIEWCOMPANIES.COM
(typed name/title of signer)

May 8, 2025

Addendum No.2

Project: Kmart Site Redevelopment Project
Bid No: RFQ2025-005

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question 1: Please provide the estimated construction cost for this project. Do you foresee the value range being $25M - $50M?

Answer: Since this is an RFQ, we do not have an estimated construction cost at this time. As part of the submission requirements, proposers are expected to include a detailed pro forma outlining their estimated construction costs.

ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1, 2, 3, 4 (IF APPLICABLE)

_____
(Signature)
COMPANY NAME SKYVIEW KISSIMMEE DEVELOPER LLC
COMPANY ADDRESS 366 N BEAUMONT AVE, KISSIMMEE, FL 34741
BY: _____ DATE: 07/11/2025
(signature)
STEPHEN LIBERTY, COO EMAIL: SLIBERTY@SKYVIEWCOMPANIES.COM
(typed name/title of signer)

June 9, 2025

Addendum No. 3

Project: Kmart Redevelopment Project
Bid No: RFQ2025-005

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question 1: Vendors wanted clarification on 5 or 8 stories – you mentioned that 5 was the maximum allowed in zoning and you also mentioned you were going to talk to planning on how could vendors get that bonus.

Answer: The maximum stories allowed by the T5-U Zoning District is 5 stories.

In order to increase the stories to the bonus 8 stories, they would need to meet 1 of the development bonuses in Section 14-5-13 of the Land Development Code (LDC) which is either mixed use, affordable housing, or public open space & amenities. A parking garage that meets the standards of that section can have additional floors as well.

Below is the link to this section of the LDC to fully understand what needs to be provided to take advantage of the bonus floors.

https://library.municode.com/fl/kissimmee/codes/code_of_ordinances?nodeId=PTIIILADECO_CH14-5FOSECO_14-5-13DEBO

Question 2: The Winter Park location, besides parking, are there any other things you are looking for? (parking maximum?) (you were going to let them know the parking maximum).

Answer: The Winter Park location is an example of our vision and goals for the Kmart site. Although the Kmart site is slightly smaller, we believe Winter Park Village serves as a strong example of the site's potential in terms of both uses and density. Please refer to the RFQ and pre-bid presentation for our project vision and objectives.

ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1, 2, 3, 4 (IF APPLICABLE)

_____
(Signature)

COMPANY NAME SKYVIEW KISSIMMEE DEVELOPER LLC

COMPANY ADDRESS 366 N BEAUMONT AVE, KISSIMMEE, FL 34741

BY: _____ DATE: 07/11/2025
(signature)

STEPHEN LIBERTY, COO EMAIL: SLIBERTY@SKYVIEWCOMPANIES.COM
(typed name/title of signer)

July 10, 2025

Addendum No. 4

Project: Kmart Redevelopment Project
Bid No: RFQ2025-005

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

- *This will be the last Addendum for this project, no more questions will be accepted.*

Question 1: Can staff please clarify and confirm the number of copies required for submittal and if a CD or flash drive is accepted for digital format? On page 2 of the RFP under item II, it says "one original, one copy and one electronic copy on CD or flash drive." But on page 13 of the RFP under item L – Submission Requirements, it says "one original, one electronic version on CD and eight copies of all documents."

Answer: For clarification/confirmation it will be one (1) original, eight (8) copies and one (1) electronic copy on CD or Flash Drive for this RFQ.

Section I. Development

A. Vision, Intent & Community Impact

1. **Conceptual Plan Flexibility**

   - Which elements of the conceptual plan presented in the RFQ are mandatory versus illustrative?

     Answer: Please refer to RFQ sections E and F. The conceptual plan presented in the RFQ is an illustrative example.

2. **Attainable Housing Definitions**

   - How does the City define "attainable housing" in the context of this project?

     Answer: To be discussed with the selected developer at a later date.

   - Are there specific Area Median Income (AMI) thresholds or ranges the City would like the development to target across various income tiers?

     Answer: To be discussed with the selected developer at a later date.

3. **Community Benefit Priorities**

- What types of community benefits (e.g., green space, public art, retail mix, cultural or civic uses) does the City or VSCRA consider "high impact" for this redevelopment?

  Answer: Please refer to RFQ sections E and F.

B. Zoning, Code, and Planning Considerations

5. **Interpretation and Flexibility of Zoning (T5-U)**

   - How strictly does the City interpret T5-U zoning regarding massing, setbacks, and use mix?

     Answer: Zoning is interpreted as written. Please refer to the Land Development Code, Chapter 14-5, the property is zoned T5-U ((Mixed-Use Urban Core) Transect.

   - Are additional height or other bonuses available through affordable housing, sustainability, or other initiatives?

     Answer: Please refer to the Land Development Code, Chapter 14-5, the property is zoned T5-U ((Mixed-Use Urban Core) Transect.

6. **Form-Based Code Waivers and Variances**

   - Are any form-based code waivers, variances, or modifications pre-approved or potentially available for this site?

     Answer: Please refer to the Land Development Code, Chapter 14-5, the property is zoned T5-U ((Mixed-Use Urban Core) Transect.

7. **Design Review and Approval**

   - Is there an architectural review board or other design approval process required for projects in this district?

     Answer: Yes. Please refer to https://www.kissimmee.gov/files/assets/kissimmee/v/1/documents/docs-development-services/site-specific-redevelopment-plan.pdf

   - What are the submission steps and expected timeline for design approvals?
     Answer: Please refer to https://www.kissimmee.gov/files/assets/kissimmee/v/1/documents/docs-development-services/site-specific-redevelopment-plan.pdf

8. **Stormwater and Retention Pond Considerations**

   - What are the City's requirements or options for the existing dry retention pond on the Thacker parcel?

     Answer: Please refer to RFQ sections E and F.

   - Is underground or off-site stormwater management permissible for this project?
     Answer: To be discussed with the selected developer.

9. **Sustainability Standards and Incentives**

- How does the City define “green infrastructure” in the context of sustainability goals?

  Answer: Please refer to RFQ sections E and F.

- Are there incentives for achieving LEED, Green Globes, or similar third-party certification standards?

  Answer: Please refer to RFQ section I.

C. Infrastructure, Utilities & Public Improvements

11. **Planned Infrastructure Improvements**

- What infrastructure improvements (e.g., roadway expansions, utility upgrades, streetscape projects) are currently planned or funded for the surrounding area?
  Answer: Please refer to https://www.kissimmee.gov/Business-Development/City-Projects/City-Wide-Road-Resurfacing and https://www.kissimmee.gov/Business-Development/City-Projects.

12. **City Participation in Off-Site Improvements**

- Will the City consider participating in funding or constructing off-site improvements such as traffic signals, grid extensions, or utility relocation?

  Answer: Please refer to RFQ section I.

13. **Easements, Utilities, and Environmental Constraints**

- Are there any existing easements, utility conflicts, or environmental concerns that could affect site planning or construction phasing?

  Answer: Please refer to RFQ section J.

D. Disposition Process & Development Agreement

14. **Purchase Option Agreement Terms**

- What are the key business terms the City plans to include in the Purchase Option Agreement (e.g., timeline for performance, milestone requirements, clawbacks, affordability obligations)?

  Answer: To be discussed with the selected developer at a later date.

15. **Flexibility for Parcel Assembly**

- Will there be flexibility to assemble or acquire adjacent parcels as part of the development agreement negotiation?

  Answer: To be discussed with the selected developer at a later date.

16. **Public-Private Partnership Models**

- What types of public-private partnership models is the City open to considering (e.g., joint ventures, phased land take-downs, TIF or other financing structures)?
  Answer: Please refer to RFQ section I.

Section II. Electrical Infrastructure

1. Existing Infrastructure

- What is the current electrical service capacity available at the site?

  Answer: Please refer to https://kua.com/.

- Are there existing electrical utility maps or as-built drawings for the site and adjacent streets?

  Answer: Please refer to https://kua.com/.

- Are there any known issues with the existing electrical infrastructure (e.g., outdated transformers, insufficient capacity, power quality concerns)?

  Answer: Please refer to https://kua.com/.

- Where are the nearest substations, feeders, and primary distribution lines?

  Answer: Please refer to https://kua.com/.

2. Service Upgrades and Requirements

- Will the city or utility provider require any offsite upgrades to accommodate a higher density or mixed-use project?

  Answer: To be discussed with the selected developer at a later date.

- Are there any planned utility upgrades in the area that might impact the site or could be coordinated with this development?

  Answer: Please refer to https://kua.com/.

3. Utility Easements and Access

- Can you provide a map of all recorded and unrecorded electrical easements on the parcels in question?

  Answer: Not at this time. Will be provided to the selected developer.

- Are there any restrictions on relocating existing electrical lines or equipment?

  Answer: To be discussed with the selected developer at a later date.

- What is the city's policy on undergrounding utilities (e.g., does the city encourage or require underground electrical service)?

  Answer: To be discussed with the selected developer at a later date.

4. Coordination and Permitting

- Is there a designated city liaison or utility coordinator for this project?

  Answer: Yes.

5. Sustainability and Innovation

- Are there city or utility programs for incentives or rebates for energy-efficient systems or smart grid infrastructure?

  Answer: Please refer to RFQ section I.

6. Planning for Phasing and Future Growth

- Does the city anticipate any future changes to utility service requirements or zoning that could affect long-term electrical demand at this site?

  Answer: To be discussed with the selected developer at a later date.

7. Utility Relocation and Protection

- What is the city's protocol for protecting, relocating, or upgrading electrical infrastructure during demolition of the existing structures?

  Answer: Please refer to https://www.kissimmee.gov/Business-Development/Permits-Inspections/File-for-a-Permit.

- Are there any known conflicts with existing underground utilities (e.g., water, sewer, telecom) that may affect electrical utility placement?

  Answer: Please refer to RFQ section J.

Section II. Water & Waste Water Infrastructure

1. Existing Infrastructure and Capacity

- What is the current water and wastewater service capacity available at the site?

  Answer: https://www.tohowater.com/development

- Where are the nearest water mains, sanitary sewer mains, and lift stations in relation to the property?

  Answer: https://www.tohowater.com/development

- What is the existing pipe size, age, and material for both water and sewer lines serving or adjacent to the property?

  Answer: https://www.tohowater.com/development

- Is there a current dedicated meter to this site?

  Answer: https://www.tohowater.com/development

2. System Condition and Constraints

- Are there any known issues with the current water or wastewater infrastructure (e.g., capacity, age, maintenance needs, inflow/infiltration, water pressure concerns)?

  Answer: https://www.tohowater.com/development.

- Are there any service limitations or pressure/flow deficiencies in the area that might impact higher-density or mixed-use development?

  Answer: https://www.tohowater.com/development.

- Have there been recent utility studies (e.g., water, sewer master plans) completed for this area?

  Answer: https://www.tohowater.com/development.

3. Upgrades, Expansion, and Coordination

- Is there capacity in the existing wastewater system to handle the anticipated flow from the new development, or will offsite improvements be necessary?

  Answer: https://www.tohowater.com/development.

- Are there plans for any public utility upgrades (water, sewer, stormwater) in this corridor that could be coordinated with the redevelopment?

  Answer: https://www.tohowater.com/development.

- What is the City's policy on private on-site lift stations or booster pumps if needed for service?

  Answer: https://www.tohowater.com/development.

4. Permitting and Review Process

- Are there any unique permitting, review, or inspection requirements for this project area?
  Answer: Yes. Please refer to https://www.kissimmee.gov/files/assets/kissimmee/v/1/documents/docs-development-services/site-specific-redevelopment-plan.pdf.

- What is the typical timeline for approval of water and wastewater utility plans for projects of this scale?

  Answer: To be addressed by TWA. https://www.tohowater.com/development.

5. Utility Easements, Relocation, and Protection

- Can you provide a map of all water and sewer easements, both recorded and unrecorded, on and around the property?

  Answer: Not at this time. Will be provided to the selected developer at a later date.

6. Sustainability, Conservation, and Innovation

- Does the City encourage or require water conservation measures, such as low-flow fixtures, smart irrigation, or onsite water reuse (graywater, rainwater harvesting)?

  Answer: Yes.

- Are there City or regional incentives for green infrastructure, such as permeable pavement, bioswales, or stormwater reuse?

  Answer: Please refer to RFQ section I.

- Are there opportunities or requirements for decentralized wastewater treatment or water reuse systems on this site?

  Answer: To be addressed by TWA. https://www.tohowater.com/development.

7. Fire Protection and Emergency Considerations

- What are the fire flow requirements for this site, and is the current water infrastructure sufficient to meet them?

  Answer: To be addressed by TWA. https://www.tohowater.com/development.

- Are there requirements for new or upgraded fire hydrants, or additional onsite fire protection systems?

  Answer: To be addressed by TWA. https://www.tohowater.com/development.

8. Future Planning and Phasing

- Does the City anticipate any changes to water or wastewater service requirements that could affect long-term development of the site?

  Answer: To be addressed by TWA. https://www.tohowater.com/development.

Section III. Architectural Requirements

1. Open Space and Landscape Integration

- Are there any specification requirements from the city of landscape integration?

  Answer: Please refer to the Land Development Code, Chapter 14-5, the property is zoned T5-U ((Mixed-Use Urban Core) Transect.

2. Sustainability and Building Performance

- Are there minimum requirements for green building certification, energy efficiency, or climate resilience?

  Answer: Please refer to the Land Development Code, Chapter 14-5, the property is zoned T5-U ((Mixed-Use Urban Core) Transect.

3. Architectural Review and Approval

- Is there a process for design feedback before formal submission to streamline approvals?

  Answer: Yes. Please refer to https://www.kissimmee.gov/Business-Development/Permits-Inspections/File-for-a-Permit.

4. Flexibility and Innovation

- Is the City open to innovative building typologies (e.g., modular, mass timber, adaptive reuse)?

  Answer: Please refer to the Land Development Code, Chapter 14-5, the property is zoned T5-U ((Mixed-Use Urban Core) Transect.

- Are there opportunities to propose unique or pilot approaches (e.g., co-living, micro-units, live/work lofts)?

  Answer: Please refer to RFQ sections E and F.

Section IV. Civil Engineering & Geotechnical

1. Existing Site Conditions & Surveys

- Can you provide any recent ALTA/NSPS land title surveys, boundary surveys, or topographic surveys for the site?

  Answer: Please refer to RFQ sections K.

- Are as-built civil site plans available for existing utilities, grading, and drainage systems?
  Answer: Click here to view site plan, https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:014af3bd-fbb9-4156-b659-40755ea4d99b

2. Geotechnical Investigations & Reports

- Has the City (or its consultants) completed a recent geotechnical or soils investigation for the property?

  Answer: Please refer to RFQ sections K.

- Are there records of groundwater depth, seasonal high water table, or soil bearing capacity for this site?

  Answer: No.

- Has the site or nearby areas experienced any issues with sinkholes, subsidence, or unstable soils?

  Answer: No.

3. Environmental & Site Constraints

- Has a Phase II Environmental Site Assessment been completed? Will this be made available?

  Answer: Phase II Environmental Site Assessment has not been completed.

- Are there wetlands, protected species, or floodplain areas affecting site developability?
  Answer: No.

4. Stormwater Management

- What are the stormwater quantity and quality requirements for redevelopment? Are there specific retention, detention, or treatment standards for this area?

  Answer: Please refer to RFQ sections K.

- Is off-site discharge permitted, or is 100% onsite retention required?

  Answer: To be discussed with the selected developer at a later date.

- Is there a regional stormwater management facility serving the site, and what is its available capacity for new development?

  Answer: Please refer to RFQ sections K.

5. Utility Coordination

- Are updated utility maps (water, sewer, storm, gas, telecom, electrical) available for the site and adjacent ROW?

  Answer: Not at this time. Will be provided to the selected developer at a later date.

- Are there conflicts with existing utilities or easements that may impact civil/site design?

  Answer: Please refer to RFQ sections J.
- Are there any moratoriums or known issues with utility connections in this corridor?

  Answer: No.

6. Access, Circulation, and Grading

- What are the standards for ADA compliance in site grading, path of travel, and public space design?

  Answer: Please refer to the Land Development Code, Chapter 14-5, the property is zoned T5-U ((Mixed-Use Urban Core) Transect.

7. Permitting & Approval Process

- Which departments or outside agencies must sign off on civil engineering plans (e.g., public works, water management district, FDOT)?

  Answer: Please refer to, https://www.kissimmee.gov/files/assets/kissimmee/v/1/documents/docs-development-services/site-specific-redevelopment-plan.pdf

8. Construction Considerations

- Are there adjacent infrastructures that require special protection or coordination during demolition or earthwork?

  Answer: To be discussed with the selected developer at a later date.

Section V. Additional Information to Request

1. Traffic & Mobility Studies

- Are there any recent or upcoming traffic impact analyses, mobility studies, or transportation models for the site and surrounding corridor?

Answer: Please refer to https://www.kissimmee.gov/Initiatives/Kissimmee-Vision-Zero-Action-Plan or https://www.fdot.gov/statistics/trafficinfo/default.shtm

2. Utilities—Franchise & Private Providers

- Can you provide contact information or coordination requirements for private/franchise utilities (e.g., telecom, cable, gas)?

  Answer: No.

- Are there any known utility capacity limitations (e.g., gas pressure, fiber availability, telecom infrastructure, water/waste water, electric)?

  Answer: To be discussed with the selected developer at a later date.

3. Impact Fees, Development Charges, and Incentives

- What other financial incentives or grants (local, state, federal) could be available for this project (e.g., CRA grants, TIF, Opportunity Zone incentives)?

  Answer: Please refer to RFQ section I.

4. Historic, Cultural, or Archaeological Constraints

- Are there any known historic, archaeological, or culturally significant resources on or adjacent to the site that require special consideration?

  Answer: No.

5. Procurement & Decision-Making Process

- Can you provide a detailed schedule for anticipated development agreement negotiation periods?

  Answer: To be discussed with the selected developer at a later date.

6. Ownership, Title, and Land Assembly

- Will the City assist with land assemblage or resolving title issues for adjacent parcels if needed?

  Answer: To be discussed with the selected developer at a later date.

7. Adjacent and Offsite Conditions

- Are there any known plans for development or redevelopment of adjacent parcels that could impact or complement our proposal?

  Answer: No.

8. Maintenance, Operations, and Post-Development Responsibilities

- After completion, what is the expectation regarding maintenance of public spaces, streetscapes, parks, or infrastructure?

  Answer: To be discussed with the selected developer at a later date.

9. Community and Stakeholder Engagement

- Are there key neighborhood groups, business associations, or other stakeholders the City recommends engaging with early in the process?

  Answer: To be discussed with the selected developer at a later date.

Section VI. Other Questions

- Are there any other available digital files (AutoCAD, GIS, Revit, PDFs, etc.) for site plans, utility layouts, zoning maps, and survey documents to aid in our design and analysis.

  Answer: Please refer to RFQ sections K.

- Is the City open to allowing the development team to provide professional services as part of due diligence—such as investigatory studies, traffic analysis, coordination with

DOT, and geotechnical reports? If so, will the City facilitate access to necessary data, sites, or stakeholders to support this work?

Answer: To be discussed with the selected developer at a later date.

- As successful retail procurement is critical to the overall project, will the City provide sufficient flexibility in the project timeline to allow for identifying, negotiating with, and securing retail tenants prior to the completion of full design documents? If so, will the City collaborate with the development team to structure key project milestones accordingly?

  Answer: To be discussed with the selected developer at a later date.

ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1, 2, 3, 4 (IF APPLICABLE)

_____
(Signature)

COMPANY NAME SKYVIEW KISSIMMEE DEVELOPER LLC

COMPANY ADDRESS 366 N BEAUMONT AVE, KISSIMMEE, FL 34741

BY: _____ DATE: 07/11/2025
(signature)

STEPHEN LIBERTY, COO EMAIL: SLIBERTY@SKYVIEWCOMPANIES.COM
(typed name/title of signer)

3 Relevant Development Projects

SkyView Companies Specializes in Large Format Higher-Density Urban Projects

City of Kissimmee Beaumont Redevelopment: Perhaps our most relevant Florida public agency relationship is our current redevelopment project with the City of Kissimmee. In a competitive RFP process, we won the development rights to the Beaumont redevelopment site located in Kissimmee's Downtown CRA. We worked exhaustively with the city to establish the Master Development Agreement for this multi-phase 20-acre site. We closely collaborated with multiple city stakeholders to create a master plan and design that met the city's goals for this transformative project. We urge you to contact our primary contacts at the City of Kissimmee (City Manager Mike Steigerwald and Development Director Craig Holland) for a first-hand review of our Public Private Partnership performance to date.

In 2020, SkyView Companies was honored to be named the Master Developer for the Beaumont Redevelopment site in Kissimmee, FL. Our vision is to create a thriving, mixed-use urban community centered around the Medical Arts District, bringing together living spaces, healthcare facilities, and retail opportunities.

The Beaumont Redevelopment project is more than just a development; it's about community-building. Our goal is to provide quality housing and amenities that support the Medical Arts District while enriching the local economy. We are committed to fostering a vibrant, connected neighborhood that blends seamlessly with Kissimmee's historic charm.

On the following pages, we've highlighted:

- The Allen at Beaumont
- Medical Center at Beaumont
- The Grand at Skyview Parc



The Allen at Beaumont

Kissimmee Historic District, FL

The Allen is Phase 1 of The Beaumont Redevelopment. This stunning building bring 312 apartment units with luxury amenities to Kissimmee's Medical Arts District, fulfilling a need for housing for the medical community. The goal was to provide quality housing for the medical staff. There are 3 major hospitals within a 1 mile radius. Inspired by the historic downtown, The Allen features finishes that blend seamlessly with the surrounding area. We were intentional about developing a project that looked like it has always been a part of the community.

The Allen boasts an impressive array of amenities, including a resort-style pool, a state-of-the-art gym, a stylish clubhouse, a game room, a cutting-edge sports simulator, and a business center featuring private offices and co-working spaces. Residents can also enjoy beautifully landscaped private courtyards. Once complete, The Allen will undoubtedly become the jewel of Kissimmee.

In keeping with the historic theme of the project, the building was named The Allen, paying homage to Kissimmee's former name, Allendale.

ROLE ON PROJECT
Master Developer

PUBLIC-PRIVATE PARTNERSHIP? LEVEL/NATURE OF EXPERIENCE
Public-Private-Partnership, Community Redevelopment, Urban Infill, City Desired Market-Rate Apartments

TEAM MEMBERS
Blanca Padilla, Stephen Liberty, David Brickman, Michael Dana, Trent Jones, Noble Construction Group

SQUARE FOOTAGE
Approximately 400,000 Sq Ft

NUMBER OF UNITS
312 residential rental units

PARKING
Surface Parking 600 Spaces

YEAR OF CONSTRUCTION
2023 – 2025

METHODS OF FINANCING
40% Equity/60% Debt

CURRENT PROJECT STATUS
Completed







Medical Offices at Beaumont

Kissimmee Historic District, FL

Strategically located in the heart of Beaumont's thriving Medical Arts District, The Medical Center at Beaumont was purposefully developed with the medical community in mind. This state-of-the-art, hospital-adjacent ambulatory center and medical office hub brings 100,000 square feet of cutting-edge healthcare space to one of the most dynamic healthcare corridors in the region.

With three major hospitals within a one-mile radius, The Medical Center at Beaumont offers unparalleled access for providers and convenience for patients. Whether you're establishing a new practice, expanding your services, or seeking a collaborative healthcare environment, this premier location places you at the center of it all. Designed for practitioners. Built for community impact. Positioned for growth.

ROLE ON PROJECT
Master Developer

PUBLIC-PRIVATE PARTNERSHIP? LEVEL/NATURE OF EXPERIENCE
Public-Private-Partnership, Community Redevelopment, Urban Infill, Medical Arts District Support and Employment Center

TEAM MEMBERS
Michael Dana, Stephen Liberty, David Brickman, Trent Jones, Noble Construction Group

SQUARE FOOTAGE
100,000 Sq Ft

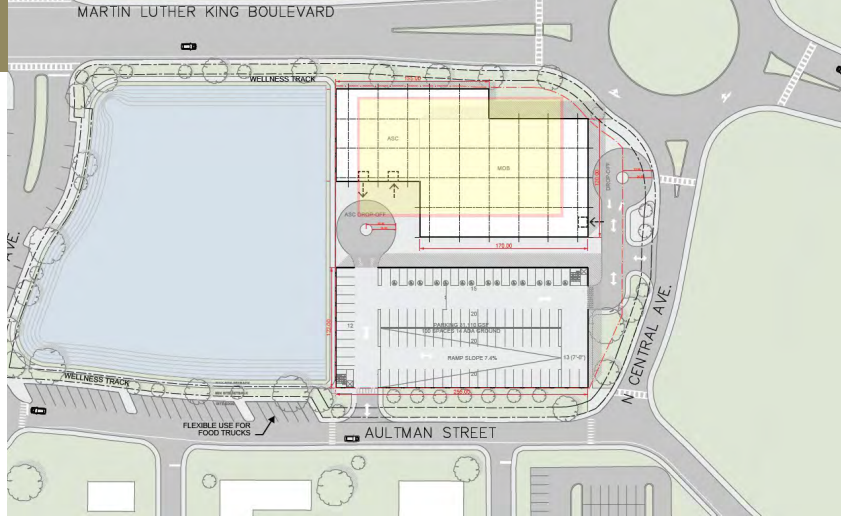
NUMBER OF UNITS
n/a

PARKING
500 Spaces Structure Parking

YEAR OF CONSTRUCTION
2026 est.

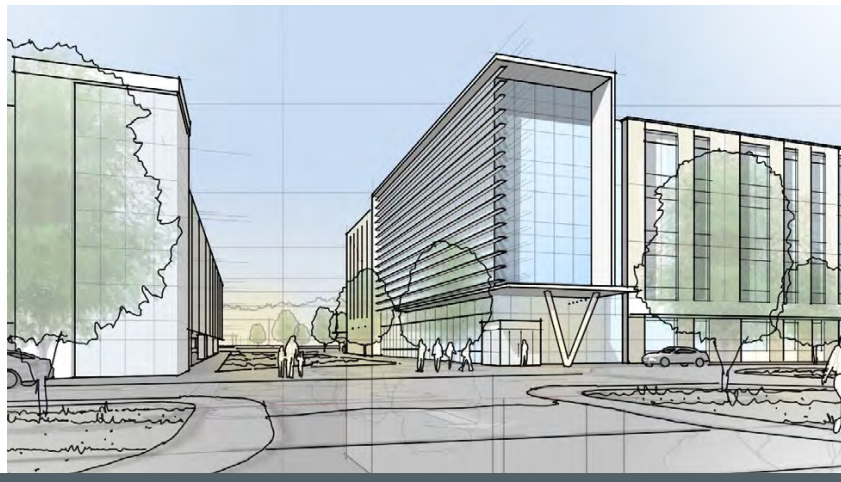
METHODS OF FINANCING
25% Equity/75% Debt

CURRENT PROJECT STATUS
Design Development/Leasing









The Grand at SkyView Parc

Flushing Queens, NY

In the heart of Flushing, Queens, The Grand consists of a 750-unit residential condominium with a 7-acre green roof, a 5th-floor swimming pool, and 24,000 SF of club amenities. The Grand is surrounded by some of the city's best restaurants and sporting venues, with proximity to Manhattan and easy access to transportation. The shimmering towers are in a vibrant neighborhood with spectacular views and magnificent amenities.

Additionally, residents have direct access to The Shops at Sky View Parc with international brands such as Nike, Target and Uniqlo and supermarkets such as BJ's Wholesale Club, Sky Foods, a 33,000 SF Asian supermarket.

SkyView was responsible for master site planning, obtaining the debt and equity financing, negotiating entitlements with the municipality, overseeing all aspects of design, construction, and asset management, and implementing and managing the residential condo sales process.

ROLE ON PROJECT
Master Developer

PUBLIC-PRIVATE PARTNERSHIP? LEVEL/NATURE OF EXPERIENCE
Private Development, Large-Scale Mixed-Use Town Center

TEAM MEMBERS
Michael Dana, Stephen Liberty, Steve Talles, David Brickman, Blanca Padilla, Noble Construction Group

SQUARE FOOTAGE
1,000,000 Sq Ft

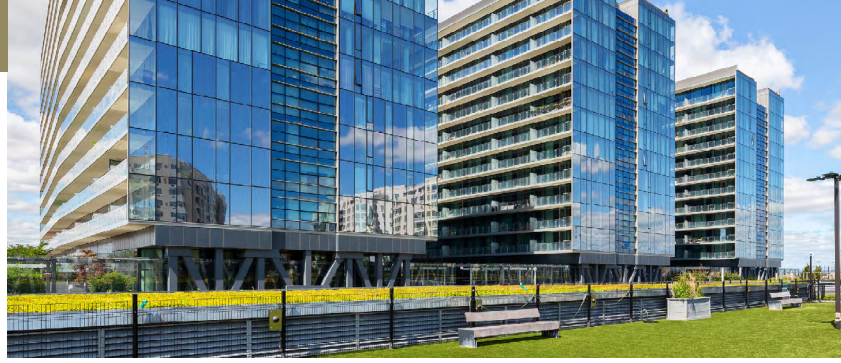
NUMBER OF UNITS
750 Condos

PARKING
2,500 Structured Parking Spaces

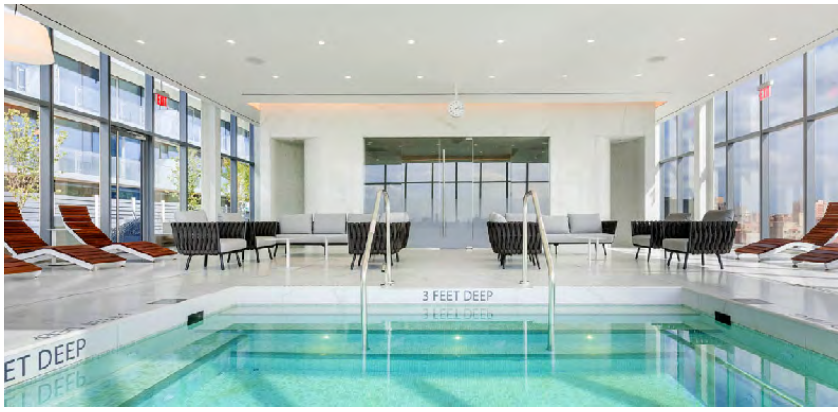
YEAR OF CONSTRUCTION
2015 – 2017

METHODS OF FINANCING
10%Equity/40%Mezz/50%Debt

CURRENT PROJECT STATUS
Completed











4 Financial Capacity & Capability

4 | Financial Capacity & Capability

SkyView Companies Balance Sheet

		6/30/2025
ASSETS		
Cash	$	1,996,095
Receivables	$	291,136
Investment Assets Held for Sale	$	110,426,139
Other assets	$	446,055
TOTAL ASSETS	**$**	**113,159,425**
LIABILITIES AND EQUITY		
LIABILITIES		
Accounts payable	$	1,102,546
Loan payable	$	65,414,154
		66,516,700
EQUITY		
Development Investments Third Party	$	38,025,421
Development Investments Company	$	3,199,611
Distributions	$	(1,896,078)
Retained Earnings	$	5,207,018
Current year income	$	2,106,753
TOTAL LIABILITIES AND EQUITY	**$**	**113,159,425**

Note SkyView Companies Consolidates the below listed entities:
SKYVIEW KISSIMMEE DEVELOPER LLC
SKY VIEW CONSTRUCTORS NY LLC
SKY VIEW MANAGEMENT LLC
SKY VIEW PARC II LP
SKY VIEW CONSTRUCTORS LLC
6660 BROUGHTON OWNER LLC
GB SKYVIEW KISSIMMEE PHASE 1 OWNER LLC

Financing Discussion

SkyView Companies works with several institutional investors, both domestic and international. Kissimmee's intermodal transit hub, regional airport, medical centers, and well -defined CRAs check a lot of the boxes for the institutional funds. That coupled with Kissimmee's and Florida's population growth stats should make the equity raise for this project very straight forward. We are confident our go-to lenders will be as excited about this development as we are, and confident with Kissimmee's future economic outlook.

5 Pro Forma

SKYVIEW COMPANIES

KMART SITE REDEVELOPMENT

GENERAL	PHASE I	PHASE II	PHASE III	PHASE IV	TOTAL
Closing Date	7/31/26	7/31/28	7/31/30	7/31/31	
Gross Residential SF	348,600	357,085	410,900	46,500	1,163,085
Gross Retail SF	9,800	56,600	17,500	0	83,900
Gross Parking SF	0	0	0	0	0
Total	358,400	413,685	428,400	46,500	1,246,985
Residential Units					
Market Rate	266	271	319	31	887
Affordable	14	14	17	0	45
Total Residental	280	285	336	31	932
Gargage Spaces	605	663	700	0	1,968
Year 1 Rental Rates					
Market Rate /SF	$27.71	$29.97	$31.17		
Affordable /SF	$23.55	$25.47	$26.49		
Retail /SF	$28.00	$28.00	$28.00		
Townhome Net Sale Price / Unit				$475,000	

SOURCES	PHASE I		PHASE II		PHASE III		TOTAL	
Debt	$ 63,597,831	60.0%	$ 67,674,951	60.0%	$ 75,943,490	60.0%	$ 207,216,272	60.0%
Equity	$ 20,288,554	19.1%	$ 31,856,634	28.2%	$ 36,628,993	28.9%	$ 101,062,536	28.3%
TIF	$ 22,110,000	20.9%	$ 13,260,000	11.8%	$ 14,000,000	11.1%	$ 49,370,000	13.8%
Total Sources	**$ 105,996,386**	**100.0%**	**$ 112,791,584**	**100.0%**	**$ 126,572,483**	**100.0%**	**$ 357,648,808**	**100.0%**

USES												
Land Acquisition	$	3,500,000	3.3%	$	5,010,000	4.4%	$	5,010,000	4.0%	$	480,000	3.9%	$	14,000,000	3.9%
Closing Costs	$	1,187,075	1.1%	$	1,199,308	1.1%	$	1,314,370	1.0%	$	350,000	2.8%	$	4,050,753	1.1%
Hard Costs	$	78,400,412	74.0%	$	81,779,033	72.5%	$	94,011,025	74.3%	$	9,901,000	80.6%	$	264,091,469	73.8%
Soft Costs	$	17,303,460	16.3%	$	17,446,689	15.5%	$	19,428,831	15.3%	$	1,557,355	12.7%	$	55,736,336	15.6%
Construction Loan	$	5,129,118	4.8%	$	5,083,115	4.5%	$	6,036,257	4.8%	$	-	0.0%	$	16,248,489	4.5%
Operation + Retail TI/LC	$	476,320	0.4%	$	2,273,440	2.0%	$	772,000	0.6%	$	-	0.0%	$	3,521,760	1.0%
Total Uses	**$**	**105,996,386**	**100.0%**	**$**	**112,791,584**	**100.0%**	**$**	**126,572,483**	**100.0%**	**$**	**12,288,355**	**100.0%**	**$**	**357,648,808**	**100.0%**

OPERATING INCOME				Excludes Phase IV
Income				
Residential Income	$8,147,875	$9,027,246	$10,803,219	$14,725,000	$27,978,340
Retail Income	$274,400	$1,584,800	$490,000	$0	$2,349,200
Parking Income	$0	$0	$0	$0	$0
Gross Potential Revenue	$8,422,275	$10,612,046	$11,293,219	$14,725,000	$30,327,540
Misc. & Fee Income	$336,000	$342,000	$403,200		$1,081,200
Vacancy & Collection Loss	($421,114)	($530,602)	($564,661)		($1,516,377)
Effective Gross Revenue	$8,337,162	$10,423,444	$11,131,758		$29,892,363
Expenses					
Operating Expenses	$1,833,915	$1,980,223	$2,355,365		$6,169,504
Real Estate Taxes	$1,252,022	$1,498,177	$1,681,224		$4,431,423
Management Fee	$250,115	$312,703	$333,953		$896,771
Total Operating Expenses	$3,336,052	$3,791,103	$4,370,542		$11,497,697
Net Operating Income	**$5,001,110**	**$6,632,341**	**$6,761,216**	**$14,725,000**	**$18,394,666**
Yield on Cost	**4.7%**	**5.9%**	**5.3%**	**19.8%**	**5.3%**

6 References

6 | References

SKYVIEW COMPANIES

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www.kissimmee.gov

7 Conceptual Proposal

Project Vision & Design Approach

Our proposal envisions transforming the former Kmart site into a vibrant, walkable, and inclusive mixed-use destination that will contribute to revitalizing the surrounding corridor and reflect the future of urban living in Kissimmee. Key components of our vision include the following features, each designed to bring this community-focused redevelopment to life.

- The master plan is organized into five strategic phases within a cohesive development, centered around a dynamic public realm and a central amenity pond that serves as both a gathering space and a visual anchor. Two complete streets form the main arteries of the site, leading visitors directly into the heart of the development. These streets are lined with active ground-floor uses, including retail, cafés, and small businesses, all designed to promote walkability and activate the streetscape.

- Along the Vine Street frontage, the plan introduces retail anchors at the gateways of the two complete street corridors. These anchors are positioned to reinforce the commercial character of Vine Street while drawing people into the development and serving as visual and functional thresholds.

- At the core of the site, three residential mixed-use buildings frame the amenity pond. The central building, introduced in Phase Two, is designed with stepped-down massing to create a comfortable, human-scaled environment. This building incorporates a mix of office space, small restaurants or cafés, and live-work units, encouraging continuous street-level activity and fostering a strong sense of place.

- Between the buildings and the pond, a curbless, shared public space invites flexible programming, accommodating art festivals, farmers markets, outdoor dining, and community events. This zone is envisioned as the social heart of the development, connecting residents, visitors, and businesses in a vibrant civic environment.

- To the east and west of the pond, townhomes provide a complementary housing typology that adds visual interest and supports diverse lifestyles. Their placement reinforces the pond as a central feature while enhancing the walkable character of the neighborhood.

- In Phase Three, a flagship waterfront restaurant anchors one of the complete streets and provides a major destination along the pond, reinforcing the site's identity and drawing foot traffic into the development.

- Together, the five phases work in harmony to deliver a flexible, phased implementation strategy while remaining unified in vision. This master plan creates a livable, economically resilient, and community-focused environment, positioning the site as a catalyst for transformation along the entire corridor.

The following key elements highlight how our design will bring this vision to life.

KMART REDEVELOPMENT SITE PLAN

Rendering View

PROGRAM

A Phase 1
- BUILDING A - RESIDENTIAL + RETAIL
- 280 Apartments
- 9,800 Retail SF
- 605 Parking Spaces

B Phase 2
- BUILDING B - RESIDENTIAL + RETAIL
- 285 Apartments
- 56,600 Retail SF
- 663 Parking Spaces

C Phase 3
- BUILDING C - RESIDENTIAL + RETAIL
- 336 Apartments
- 17,500 Retail SF
- 700 Parking Spaces

D Phase 4
- BUILDING D - TOWNHOMES
- 31 Townhomes

LEGEND

1. Gateway Entrance
2. Residential Amenity
3. Fountain
4. Boat Rental
5. Complete Streets
6. Flex Plaza

Ground floor Retail/Amenity Activation



INSPIRATION

TRADITIONAL

DESCRIPTION

1. Massing & Form

- Symmetrical facades with balanced proportions convey order.
- U- or L-shaped layouts frame central courtyards or green spaces.

2. Timless Materials

- White-painted brick or horizontal wood siding paired with subtle stone accents.
- Dark-shingled roofs of asphalt or composite materials.

3. Classic Windows & Entry Details

- Double-hung, divided-light windows maintain a historic character.
- Paneled front doors often flanked by sidelights or topped with transoms.

4. Sunlight & Natural Ventilation

- Covered balconies, recessed entries, and deep-set windows manage sunlight and help cool units naturally.
- Open-air corridors and operable windows support cross-ventilation in both public and private areas.

5. Neutral Palette with Subtle Contrast

- Soft neutrals—whites, beiges, light grays.
- Dark accents (shutters, trim, railings) provide contrast.

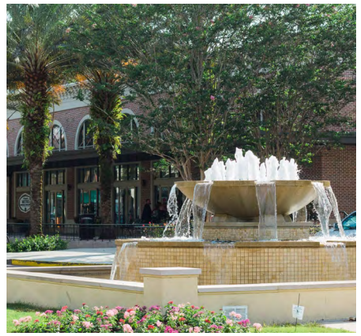
6. Structured & Green Landscaping

- Tree-lined walkways and manicured lawns create an urban feel.
- Brick pavers, hedges, and raised planters de ine entrances and paths.

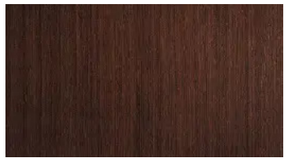




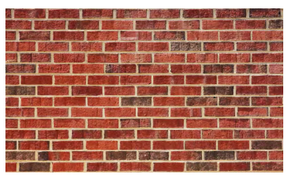












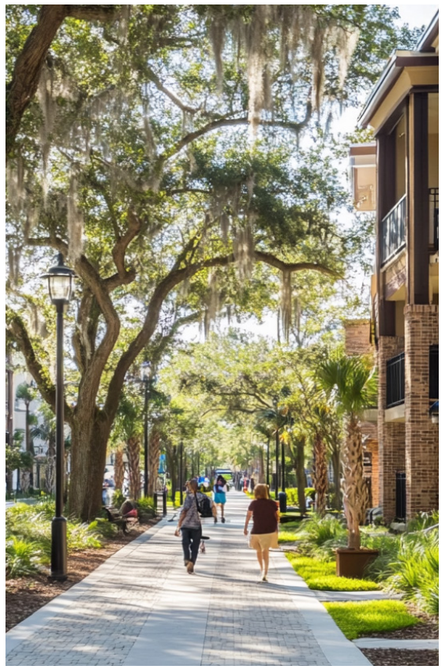




INSPIRATION

MEDITERRANEAN REVIVAL

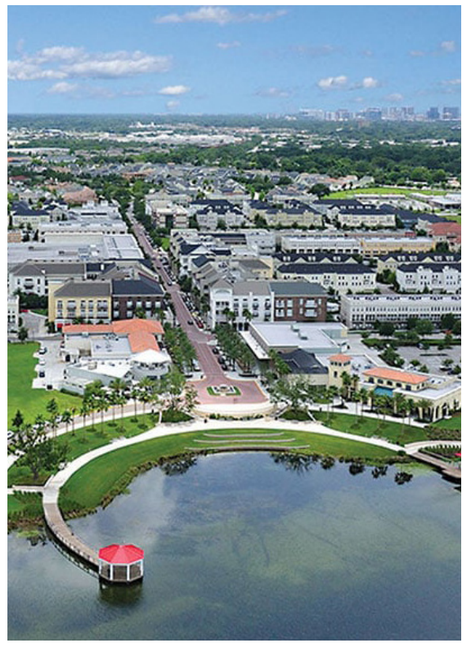














LIVELY WATERFRONT PLAZA AT THE HEART OF THE COMMUNITY

Rendering View

This dynamic waterfront view captures the essence of the development's vibrant public realm—where lush landscaping meets activated open space. Anchored by a pedestrian promenade and shaded seating areas, the plaza invites residents and visitors to gather, shop, and unwind. Framed by modern mid-rise living and ground-level retail, the design emphasizes walkability, community engagement, and a seamless blend of urban life with nature. The lily-covered water's edge softens the transition between built form and ecology, creating a destination that's as serene as it is social.



AN URBAN GATEWAY FRAMED BY PALM-LINED STREETS

Rendering View

This activated streetscape blends modern architecture with walkable charm, creating a vibrant gateway into the heart of the district. Towering palms and wide pedestrian zones establish a welcoming, resort-like atmosphere, while integrated ground-floor retail energizes the public realm. Residents enjoy direct access to everyday conveniences, boutique storefronts, and a lushly landscaped boulevard that encourages strolling, gathering, and connection. Designed with livability in mind, this intersection captures the pulse of a thriving urban lifestyle.



A WALKABLE STREET SCENE DESIGNED FOR EVERYDAY LIFE

Rendering View

This lively street view highlights the project's pedestrian-first design, where shaded walkways, active storefronts, and layered architecture create a vibrant sense of place. Cafés spill out onto the sidewalk, while palm-lined streets and crosswalks encourage biking, strolling, and casual connections. It's a modern neighborhood experience tailored for energy, ease, and everyday engagement.



A MODERN FAÇADE FRAMING EVERYDAY CONVENIENCE

Rendering View

This streetside elevation showcases a refined blend of textures, transparency, and rhythm—delivering a bold yet approachable identity. Thoughtfully integrated retail at the base encourages foot traffic and neighborhood vibrancy, while balconies and expansive windows offer light-filled residential living above. It's a contemporary streetscape that brings people, place, and purpose together seamlessly.



Innovation & Technology

Our team believes that innovation and technology across development, design, engineering, and construction are essential to building smarter, more resilient communities. As cities grow and urban challenges become more complex, we see it as our responsibility to lead with forward-thinking solutions that enhance efficiency, sustainability, and long-term value. Our integrated approach blends next-generation technologies, advanced design tools, and innovative engineering practices to improve project feasibility and reimagine how people interact with the built environment. From optimizing space and accelerating construction timelines to delivering creative design solutions and sustainable infrastructure, innovation is not a buzzword for us; it's the foundation of how we create lasting, future-ready developments.

Driving Innovation in Development

At SkyView, innovation is at the core of how we approach development. For the K-Mart redevelopment, we are excited to introduce cutting-edge technology that can fundamentally transform the efficiency, functionality, and financial feasibility of urban projects. One such innovation is Volley Automation, a pioneering solution in automated parking. By eliminating ramps and drive aisles, Volley's systems can double parking efficiency, reduce structural complexity, and reclaim valuable square footage for higher-impact uses such as housing, retail, or public space.



As early adopters, we would be the first to bring this technology to Central Florida, reimagining not just how parking is integrated into mixed-use projects, but how entire developments can be reshaped to unlock new value. This forward-thinking approach enables faster construction timelines, greater flexibility for EV charging, and a significantly enhanced user experience. It's not just about parking anymore; it's about making even the most complex projects feasible and profitable.

Innovation in Construction

In addition to reimagining how we approach parking and space utilization, SkyView is committed to advancing construction practices that align with modern standards for quality, sustainability, efficiency and long-term resilience. As part of the K-Mart redevelopment, we will move away from traditional wood-framing and introduce cold-formed steel (CFS) construction. A forward-thinking approach that offers superior durability, environmental benefits, and speed of assembly. CFS is non-combustible, dimensionally stable, resistant to mold and pests, and generates significantly less waste, making it ideal for building lasting, future-ready communities.

By incorporating this innovative building technology, the City of Kissimmee will have the opportunity to showcase cutting-edge urban redevelopment practices, demonstrating leadership in embracing next-generation construction solutions that prioritize both community and climate. This approach not only sets a new standard for how buildings are delivered in Central Florida, but also supports economic development, attracts forward-thinking investment, and fosters a culture of innovation. Ultimately, we believe these practices will help shape a more resilient, vibrant, and competitive Kissimmee for decades to come.

Innovation in Design

At Baker Barrios Architects, innovation is foundational to the way we design, collaborate, and deliver. We embrace integrated design and advanced technologies to push the boundaries of what's possible in the built environment. By engaging architects, engineers, and stakeholders early in the process and fostering collaboration through our "Big Room" approach, we create spaces that are not only highly functional but also elevate the user experience.





Our use of Building Information Modeling (BIM 360 Cloud Services) streamlines project coordination and pre-construction planning. These tools enhance real-time collaboration, reduce costly errors, and keep projects on track. With advanced clash detection and centralized cloud access, our teams can visualize, simulate, and optimize designs for both performance and scheduling.

From computational intelligence to virtual reality, we apply emerging technologies to explore bold design possibilities and help clients make informed decisions. These innovations, combined with immersive visualization tools like Enscape and Lumion, ensure our designs align closely with our clients' visions.

Innovation also lives in our Maker's Space, where physical 3D models help bring ideas to life and strengthen both design thinking and client engagement. Whether it's through technology, collaboration, or creativity, we remain committed to delivering forward-thinking solutions that stand the test of time.

Innovation in Engineering

At Kimley-Horn, innovation is more than a buzzword—it's a core value that drives us to deliver smarter, more impactful solutions for our clients and communities. From launching the next generation of our interactive mapping platform, PublicCoordinate, to firmwide initiatives like the Kimley-Horn Technology Solutions (KHTS) sessions that empower teams to integrate cutting-edge tools into their work, we are continually evolving how we plan, design, and deliver.

Our experience with public-private partnerships—such as the St. Petersburg Pier and the Spring Hill Market Study—demonstrates our ability to blend creativity with strategy, unlocking funding opportunities and fostering meaningful community engagement. Whether enhancing stormwater systems or reimagining active transportation plans, Kimley-Horn leads with forward-thinking solutions that shape resilient, connected, and inclusive communities.



366 N. Beaumont Ave, Kissimmee, FL 34741 | P: 407.750.9300
www.skyviewcompanies.com

COPY

WENDOVER
HOUSING PARTNERS



RFQ 2025-005

KMART SITE REDEVELOPMENT PROJECT

STATEMENT OF QUALIFICATIONS ▪ JULY 22, 2025

PREPARED FOR:
CITY OF KISSIMMEE

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Cover Letter & Form A

July 22, 2025

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

RE: Cover Letter & Letter of Interest – Kmart Site Redevelopment Project (RFQ2025-005)

WENDOVER
HOUSING PARTNERS

1105 Kensington Park Drive
Suite 200
Altamonte Springs, FL 32714
https://wendovergroup.com

Dear Members of the Selection Committee:

Wendover Housing Partners, LLC ("Wendover") is pleased to submit this Cover Letter & Letter of Interest in response to RFQ 2025-005, issued by the City of Kissimmee and the Vine Street Community Redevelopment Agency ("VSCRA"), to serve as Master Developer for the acquisition and redevelopment of the Kmart site located at 2211 W. Vine Street, Kissimmee, Florida 34741. We are energized by the opportunity to help realize the City of Kissimmee and the VSCRA's vision for redeveloping the Kmart site into a mixed-use, town center-style development and community.

Over the past 30 years, Wendover has cultivated a reputation for excellence by blending technical execution with community empowerment. Wendover has developed more than 8,000 multifamily units across the Southeast, with more than 2,100 units currently in the development pipeline. Wendover understands the complexity of successfully developing multi-phased, mixed-use properties and approaches each development opportunity holistically by integrating residential affordability, environmental sustainability, and community input.

Further underscoring Wendover's ability to lead transformative development, the company was selected through a competitive, nationwide application process by Universal Orlando to develop, build, and manage a 1,000-unit mixed-use and mixed-income affordable/workforce housing community known as Catchlight Crossings in the heart of Orange County's I-Drive tourism corridor. This landmark public-private initiative showcases Wendover's ability to implement visionary, multi-phase developments that center inclusive design, promote economic mobility, and incorporate long-term sustainability. With integrated wellness services, transit access, and community-centered amenities, Catchlight Crossings demonstrates what's possible when housing is approached holistically as a platform for upward opportunity.

Wendover assigns a specialized internal team to each development, led by a senior development manager and supported by a construction manager, financial analyst, compliance coordinator, and community engagement specialist. This core development team is overseen by Wendover's Chief Operating Officer Ryan von Weller, who has successfully directed the delivery of more than 3,000 affordable/workforce housing units across the Southeast.

In its proposed role as Master Developer, Wendover is supported by a cohesive group of long-standing partners and third-party consultants with extensive experience working alongside one another. The proposed Development Team has collaborated on numerous successful projects and collectively brings shared institutional knowledge that ensures streamlined coordination, on-time delivery, and regulatory precision. The proposed Development Team is composed of the following Members and roles:

CrossMarc Services, LLC (Co-Developer - Retail)
CrossMarc Services is a full-service commercial real estate firm based in Winter Park, FL. Founded in 2020, they specialize in brokerage, leasing, development, property management and more. CrossMarc's role on this Team as Co-Developer will focus on the project's retail component. The company has over $100 million in active real estate developments and will be led by President John Crossman and Senior V.P. Joshua Harris.

Slocum Platts Architects (Project Architect)
With more than a decade of collaboration with Wendover, Slocum Platts Architects consistently delivers high-performance design solutions for affordable and mixed-income housing. Slocum Platts Architects' deep understanding of UFAS, ADA, ENERGY STAR, and EarthCraft standards ensures that projects are designed for long-term compliance, sustainability, and resident comfort. Wendover's teams work together from concept through construction, aligning architectural design with program requirements and budget realities.

RVi Planning + Landscape Architecture (Planner and Landscape Architect)
RVi is one of the nation's premier land planning and landscape architecture firms, with 13 offices across the country and five in Florida. Their design process is grounded in data, inspired by local culture and committed to responsible stewardship. RVi has served as Wendover's landscape architect on the Catchlight Crossings project in Orange County.

AVCON (Civil Engineering)
AVCON has served as Wendover's civil engineer on numerous projects over the past decade. They're experts in all aspects of civil engineering across Florida jurisdictions. AVCON's early coordination with peer consultants ensures well-integrated site layouts, efficient entitlement processes, and minimized delays during construction.

VCC (General Contractor)
Wendover and VCC have partnered for over two years on multifamily construction projects. VCC brings robust pre-construction, value engineering, and project delivery capabilities and is intimately familiar with the performance standards required by HUD, FHFC, and local housing authorities. VCC's construction team collaborates seamlessly with Wendover's internal construction managers, providing quality control and on-time delivery across all buildings.

Lowndes, Drosdick, Doster, Kantor & Reed, P.A. (Legal Counsel)
Lowndes has been Wendover's legal counsel for 10 years and is integral to the approach to project execution. Lowndes specializes in affordable housing law and provides legal guidance across land use, finance closings, HUD compliance, RAD structuring, and public-private partnerships. The firm's familiarity with Wendover's internal processes and procedures allows for efficient contract negotiations and alignment with SPHA's regulatory framework.

Wendover Management, LLC (Property Management)
Wendover Management, LLC, Wendover's affiliated property management company, ensures continuity from construction through stabilized operations, with a focus on affordability, resident services, and long-term community engagement, with 2,426 units across Florida and Georgia currently being managed. Wendover have no recurring operating deficits. This in-house continuity ensures long-terms compliance, financial performance, and resident satisfaction.

While none of the Development Team members have permanent local offices in Kissimmee, each member has an office within 75 miles of the City of Kissimmee and has development experience in the City. Notably, Wendover recently completed the Weston 400 community in downtown Kissimmee on Spencer Avenue, with AVCON, Lowndes, and Slocum Platts all a part of the Development Team. While Wendover has not worked directly with VCC or CrossMarc on a development within the City of Kissimmee, we are confident in their expertise and our ability to collaborate successfully as we have in other municipalities in Florida. This familiarity and local expertise further underscore the Development Team's ability to lead a successful development in downtown Kissimmee.

The Development Team is fully prepared to work alongside the City of Kissimmee, the VSCRA, local residents and stakeholders throughout each phase of planning, development, construction, lease-up, and management. We understand that this work must be inclusive and transparent, and we are focused on ensuring that the Kmart site redevelopment is financially feasible, socially equitable, and physically transformative.

On behalf of Wendover, I greatly appreciate the consideration for this unique and transformative development opportunity. I am confident that our track record, approach, and values are well aligned with the City of Kissimmee and the VSCRA's mission and goals for the site. We welcome the opportunity to advance a shared vision of the Kmart site redevelopment that supports and enhances the vitality of the City of Kissimmee.

Sincerely,

Jonathan L. Wolf
Manager
Wendover Housing Partners, LLC

Authorized Point of Contact:
Ryan von Weller - Chief Operating Officer
Wendover Housing Partners, LLC
(407) 333-3233 x 294
rvonweller@wendovergroup.com

Attachment A:

Understanding of RFQ Procedures, Terms and Conditions

(To be returned with qualifications submission)

Invitation to Submit Qualifications
City of Kissimmee, Florida
RFQ2025-005

I acknowledge I have read and understand all procedures and requirements of the above referenced RFQ and have complied fully with the general terms and conditions outlined in the RFQ.

Development Team: Wendover Housing Partners, LLC

Representative's Signature: _____

Representative's Printed Name: Jonathan L. Wolf, Manager

Date: 7/21/25

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Team Profiles & Experience

ORGANIZATIONAL CHART

CITY OF KISSIMMEE

VINE STREET COMMUNITY REDEVELOPMENT AGENCY

MASTER DEVELOPER

WENDOVER HOUSING PARTNERS, LLC

Jonathan L. Wolf (Founder & CEO)
Ryan von Weller (COO)

DEVELOPMENT & CONSULTANT TEAM

CO-DEVELOPER FOR RETAIL

CROSSMARC SERVICES

John Crossman (President)
Joshua Harris (Senior V.P.)

ARCHITECTURE

SLOCUM PLATTS ARCHITECTS

William P. Platts (Principal)
Randall J. Slocum (Principal)

LANDSCAPE ARCHITECTURE

RVI PLANNING + LANDSCAPE ARCHITECTURE

Ryan Seacrist, PLA (Principal)
Robert Bias, PLA (Director)

CIVIL ENGINEERING

AVCON

Rick Baldocchi, P.E.
(Principal)

GENERAL CONTRACTOR

VCC

William Rushing
(Senior V.P.)

LEGAL COUNSEL

LOWNDES LAW FIRM

Daniel F. McIntosh
(Shareholder / Attorney)

PROPERTY MANAGEMENT

WENDOVER MANAGEMENT

Glen Bamberger (CFO)
Ryan von Weller (Manager)

DEVELOPER FIRM PROFILE

Wendover Housing Partners

WENDOVER

HOUSING PARTNERS



Shaping Futures. Changing Lives.

"We started Wendover to empower individuals through housing communities. To us, that is the definition of meaningful work. It's what drives us to innovate, strategize, collaborate in new ways and develop unique and groundbreaking partnerships to create places that are truly special."

Jonathan L. Wolf
Founder & CEO

DEVELOPER FIRM PROFILE

Wendover Housing Partners





WENDOVER
HOUSING PARTNERS

Wendover Housing Partners is a privately held real estate development, investment, and management company specializing in multi-family affordable, workforce, and student housing communities across the Southeastern United States. Since the company's inception, Wendover's principals have financed and developed close to 8,000 multifamily units creating a variety of economically and socially diverse neighborhoods.

Across every housing community, we strive to help neighbors, students and families thrive by maintaining the highest possible standards; meticulously crafting designs; ensuring quality in our construction, amenities, in the distinction of our partners, and in the level at which our communities operate. Because we owe it to our employees, to our clients, and to our communities.

DEVELOPER TEAM BIOS

Wendover Housing Partners

JONATHAN L. WOLF | Founder & CEO



Jonathan L. Wolf is the Founder and CEO of Wendover Housing Partners, a Florida-based, privately held real estate development, investment, and management company specializing in the creation of fully connected communities. Wolf oversees Wendover Housing Partners' portfolio of affordable and market-rate multifamily communities, senior housing, transit-oriented communities, and student housing, as well as Wendover Management's full-service property management.

Wolf founded Wendover Housing Partners in 1995 after a career in finance that included roles at Chase Manhattan Bank and Citigroup in New York. From a standing start, he grew Wendover into one of the Southeastern U.S.'s premier multi-family housing developers, responsible for developments worth more than $1 billion and providing significant new housing stock tailored to economically and socially diverse neighborhoods. For Jonathan, the key metric of success is an affirmative answer to the question, "Will this community improve the daily lives of its residents?"

Jonathan works to not only build communities, but also to build consensus around the need for affordable housing growth and the public-private partnerships required to make it happen. Through this work, he has become a leading authority and frequent lecturer on the use of low-income housing tax credits (LIHTC) and other financing mechanisms that help address America's affordable housing shortage. Most recently, Wendover has been the driving force behind Catchlight Crossings, a first-of-its-kind 1,000-unit affordable housing community being built with Universal Parks & Resorts.

Already described as a "landmark" that promises to reshape Orange County's housing landscape, Catchlight Crossings is setting a new standard when it comes to affordable housing and provides a model that Jonathan hopes to be replicated – from the unique public-private partnership that made it possible to the array of services, amenities, and transit options available to residents.

Along with his wife Nancy, Jonathan supports several local, national, and global philanthropic causes. In 2021, the Wolfs helped facilitate a historic collaboration between the Orlando Museum of Art and The American University in Cairo (AUC), where Jonathan serves on the board. Featuring works by 21 U.S.-based artists of Arab and Iranian heritage, it was one of the few simultaneous art exhibitions across a Middle Eastern cultural institution and U.S. Museum. The Wolfs also forged a partnership between the University of Central Florida and AUC in April 2018, paving the way for the Nancy and Jonathan Wolf Global Academic Initiative. This reciprocal study abroad agreement reflects the Wolfs' belief that the cross-cultural dialog between these universities will foster greater understanding of the dynamics of the Middle East. In 2023, the Wolfs were recognized with the University of Central Florida's Global Leadership Award.

Jonathan also serves on several charitable, educational, and civic boards. He has helped secure state funding for Florida's independent colleges and universities; a Special Olympics Florida headquarters and training facility and has been active in the ground-up development of an Orlando-based Holocaust Museum. The Holocaust Memorial Resource and Education Center of Florida recently recognized Jonathan and Nancy with the Tess Wise White Rose Award for their generosity and work to foster inclusive communities, free from prejudice and bigotry.

Jonathan is a graduate of Georgetown University's School of Foreign Service. He and Nancy have two children and two grandchildren (so far).

DEVELOPER TEAM BIOS

Wendover Housing Partners

RYAN VON WELLER | Chief Operating Officer



Ryan von Weller is the Chief Operating Officer of Wendover Housing Partners. A fifth-generation Floridian, Ryan draws on deep local roots in his role overseeing the operation of Wendover's communities. Before joining Wendover in 2014, Ryan founded and operated his own business entitling land and developing properties in central Florida – two of which became Weston Park and Heritage Village, part of Wendover's portfolio of communities. He is also a licensed real estate broker in Florida, and the qualifying broker for Wendover Management, LLC.

Ryan helps the Wendover team meet the challenges that arise across the development cycle of affordable and workforce housing communities – from leveraging partnerships and financing mechanisms to coordinating construction and day-to-day operations.

To date, Ryan has been involved in the development cycle of over 3,000 affordable and workforce housing units.

In 2022, in recognition of his leadership in helping address central Florida's housing challenges, Ryan was named by the Orlando Business Journal to their annual "Game Changers" list. He has also been featured as a guest speaker and panelist at several regional and national industry conferences, where he has discussed the challenges specific to planning and developing affordable housing.

Ryan also serves on several industry, educational and charitable boards, including the regional governance board of the Urban Land Institute.

He is active in the Winter Park-Maitland chapter of Habitat for Humanity, arranging furniture donations on his family's behalf for each new home the organization builds. Together with his wife, Julie, the von Wellers are also involved with Support our Scholars, an organization that provides young women from disadvantaged backgrounds with support for ancillary expenses – from textbooks and clothes to dorm room essentials – to help them achieve success as first-generation college students.

He is also a member of the Board of Trustees of the Trinity Preparatory School, which he attended.

Ryan is a graduate of the University of Florida's Heavener School of Business and earned his MBA from Rollins College in 2004. Today, he and Julie live in Ryan's hometown of Winter Park with their son and daughter.

RETAIL CO-DEVELOPER FIRM PROFILE

CrossMarc Services

CrossMarc Services is a full-service commercial real estate firm headquartered in Winter Park, FL. Founded in 2020, they specialize in brokerage, leasing, development, property management, tenant representation, investment sales, and advisory services. CrossMarc's team brings a high-touch, strategic approach to projects throughout the state of Florida and across key markets nationally. They're a relationship-driven firm committed to long-term client success and collaboration.

Core Services

- **Brokerage & Leasing**: Comprehensive landlord and tenant services, including market analysis, site selection, transaction management, and strategic advisory for repositioning and occupancy planning.
- **Development**: End-to-end support including feasibility, entitlement strategy, project planning, and execution oversight. CrossMarc works with landowners, municipalities and capital partners to maximize long-term asset value.
- **Property Management**: Operational oversight focused on asset preservation, tenant satisfaction, and cost control.
- **Tenant Representation**: Data-driven site selection and market expansion support tailored to retailers, service providers, and office users. CrossMarc maintains strong relationships with national landlords and property owners to create meaningful opportunities for our clients.
- **Investment Sales & Advisory**: Strategic disposition and acquisition services with a focus on underwriting, valuation, and capital markets insight.
- **Marketing & Branding**: Integrated marketing support for leasing and development, including press, digital campaigns, events, and consulting on comprehensive commercial real estate marketing strategies.

Development Expertise

CrossMarc Services has an active role in managing land development and redevelopment projects. Their approach is research-based, collaborative, and focused on long-term value creation. They work closely with stakeholders to determine the best use scenarios, conduct market and void analysis, and structure joint venture, fee development, or ground lease arrangements when applicable.

Advisory Services

CrossMarc also provides advisory and consulting services across multiple areas of the commercial real estate industry. These include:

- **Expert Witness**: Serving as qualified experts in legal disputes involving commercial real estate matters.
- **Marketing Strategy**: Advising developers, landlords, and brokerage firms on effective marketing plans, positioning, and tenant outreach.
- **Public Speaking**: Their leadership regularly speaks at conferences and industry events to provide insights on trends, development strategy, and real estate leadership.
- **Training & Development**: They offer customized training sessions for teams and professionals in brokerage, leasing, and property management.
- **General Consulting**: CrossMarc assists clients with project evaluation, portfolio strategy, and operational best practices tailored to their goals.

DEVELOPER TEAM BIOS

CrossMarc Services

JOHN CROSSMAN | President



John M. Crossman, CCIM, CRX, has more than 30 years of commercial real estate experience and is is renowned for his extensive expertise and innovative approach to real estate investment, advisory, and brokerage services. As founder and president of CrossMarc Services, John has spearheaded the company's growth, overseeing significant acquisitions and developments that have solidified its reputation in the industry.

John is a long-time member and leader of ICSC, the largest retail real estate trade association in the US. He has been a speaker more than 20 times at annual international and Florida conferences. He earned the CCIM Designation and holds the CRX (Certified Real Estate Executive) designation from ICSC, reserved for leading US retail real estate executives.

John has also built and overseen a third-party retail portfolio comprising 300 shopping centers. He has been featured in publications including The Wall Street Journal, New York Times, Washington Post, and Forbes.

John earned his Bachelor of Science in Real Estate from Florida State University and was named an Honorary Alumnus by the University of Florida. In 2013 he was inducted into the FSU College of Business Hall of Fame, the youngest member ever inducted. John serves as a Board of Trustees member for both Florida A&M University and Bethune-Cookman University. He served as a Trustee at Valencia College and was a 13-time appointee to the US Military Academy Appointment Board.

He also founded Crossman Career Builders, which provides 12 scholarships at seven universities, including the first-ever real estate endowed scholarships at Florida A&M University, Bethune-Cookman University, and Jackson State University.

JOSHUA HARRIS | Senior Vice President



Dr. Joshua Harris is a leading real estate economist and investment strategist specializing in real estate development, finance, capital markets, and business organizational leadership and strategy. He excels at assessing feasibility and profitability of projects, markets, and investment strategies/funds; examining the state of the macro-economy and its impacts on real estate markets; delivering dynamic presentations for industry audiences; and providing strategic guidance and business development services for large organizations.

Joshua serves as Senior Vice President of CrossMarc Services, a family office investment management platform, real estate developer, and commercial brokerage. Prior to joining CrossMarc, Joshua served as the Vice President of Investment Strategy for Skanska USA Commercial Development, a leading developer of high-rise office, multifamily, and mixed-used projects in urban cores nationwide. He served as an advisor to the Senior Leadership Team and acted as the head of investment strategy and research coordinating all business planning, market analysis, and research initiatives. Joshua remains on the faculty of the Fordham Real Estate Institute at Fordham University after holding prior academic appointments at New York University, St. John's University, and the University of Central Florida. He holds a Ph. D. in Finance from the University of Central Florida with a research emphasis in institutional real estate and capital markets.

Joshua holds the Chartered Alternative Investment Analyst (CAIA) designation, is a NAIOP Research Foundation Distinguished Fellow, a Counselor of Real Estate (CRE), and serves as the organizations' Chair of the Economic Advisory Council. He's also a Certified Commercial Investment Member (CCIM), received a gubernatorial appointment to the Florida Real Estate Appraisal Board, was elected a Board Member of the AFIRE organization, and was the recipient of the 2020 Practitioner-Scholar Award from the American Real Estate Society.

Slocum Platts Architects, P.A. is an Architecture firm specializing in innovative design, located in Maitland, Florida. Partners Randall J. Slocum and William P. Platts blend diversified portfolios in custom residential, multi-family, commercial, restaurant, resort hospitality, historic preservation, religious/education facilities and independent / assisted living facilities. The firm provides detail oriented service to their clients, stemming from combined talents in conceptual programming, planning, architectural design, documentation, construction administration and rendering presentations.

William P. Platts / Principal

Education:

Clemson University, Clemson, South Carolina
Master's Degree in Architecture, 1986 Charles E. Daniel Center for Research and Urban Studies, Genoa, Italy, 1984
Bachelor of Science in Design, 1984

Professional Registration:

Apr. 1990 State of Florida, AR013262
Jun. 1991 NCARB

Randall J. Slocum / Principal

Education:

Montana State University, Bozeman, MT
5 Year Bachelor of Arts in Architecture, 1983
Master's Degree in Architecture, 2008

Professional Registration:

May 1990 State of Florida, AR0013350
Aug.1990 NCARB

HIGHLIGHTED MULTIFAMILY & AFFORDABLE MULTIFAMILY APARTMENT PROJECTS:

Windsor Hills Apartments, Kissimmee, FL 2022
Osceola Village Apartments, Kissimmee, FL 2021
Southwick Commons Apartments, Apopka, FL 2021
Heritage Commons Apartments, Osceola County, FL 2021
Ocoee Apartments, Ocoee, FL 2020
Broadstone Parkway Apartments, Seminole County, FL 2019
Creative Village Apartments, Orlando, FL 2018
Water Vue Apartments, Longwood, FL 2018
Griffin Farm at Midtown, Lake Mary, FL 2017
Bainbridge Lake Nona, Orlando, FL 2016
Landstar Village, Orlando, FL 2016
Dwell at Maitland, Maitland, FL 2016
Osceola Pointe Apartments, Osceola County, FL 2015
Venetian Isle Apartments, Orange County, FL 2015
Zen Luxury Living Apartments, Orange County, FL 2015
The Loop Apartments, Osceola County, FL 2013
Fountains at San Remo, Kissimmee, FL 2011

Shape the world with us.

Create a better place.

Craft a better story.

Nurture a better life.

At RVi, we advocate for nature, inspire creativity, tell captivating stories, and forge strong relationships to create places with staying power.

We are process oriented and results driven: our design is grounded in data, inspired by culture, and committed to responsible stewardship.

Through creative strategy and design, we lead integrated teams to envision the world's next great communities, public places, campuses, and hospitality experiences.

WE ARE

40+ YEARS

6 STATES

13 OFFICES

130+ EMPLOYEES

DISCIPLINES

PLANNING

LANDSCAPE ARCHITECTURE

VISIONING + BRAND DESIGN

URBAN DESIGN

www.rviplanning.com

RYAN SEACRIST, PLA

Vice President & Principal - Landscape Architecture



Ryan specializes in landscape architectural planning and design and has a passion for developing elevated human experiences through thoughtful and inspired placemaking. His skill set and experience includes, but is not limited to, project management, master planning, complete streets, public engagement, wayfinding, site analysis, site/civil design, low impact development, and brownfield remediation. Ryan has been involved in a variety of public and private sector projects including parks and recreation, K-12 and higher education, corporate campuses, mixed-use developments, urban plazas and streetscapes, multifamily, and master planned communities.

EDUCATION

University of Central Florida,
Masters of Urban Planning

West Virginia University,
B.S. in Landscape Architecture

PROFESSIONAL LICENSURE

Professional Landscape Architect, Florida LA6667322; West Virginia No. 387

COMMUNITY INVOLVEMENT

American Society of Landscape Architects (ASLA)

Urban Land Institute (ULI)

City of Orlando Municipal Planning Board, Member

HONORS & AWARDS

Florida ASLA, Honor Award, Victory Pointe Park, 2019

Engineering News-Record, Best Project Under $10M, Victory Pointe Park, 2019

West Virginia ASLA, Honor Award, Slack Plaza Master Plan, 2015

ON A PERSONAL NOTE

Ryan enjoys browsing and collecting used vinyl records.

SELECTED PROJECT EXPERIENCE



CATCHLIGHT CROSSINGS

Orange County, FL

Ryan is the Landscape Architect of Record and RVi principal for this 20-acre, mixed-use multifamily development located near the Orange County Convention Center. The project was awarded in early 2021 to local affordable housing developer Wendover Housing Partners through a competitive process, which included a public-private-partnership between Orange County officials and Universal Studios. Under construction now with anticipated delivery in Q1 2026, the project will deliver 1,000 affordable, workforce and market-rate apartments in Orlando's tourism corridor.



INDEPENDENCE SQUARE (PARK) & INDEPENDENCE LANE FESTIVAL STREET

City of Maitland, FL

Ryan served as Senior Landscape Architect (2016-18) for the design and implementation of a one-block segment of Independence Lane that lies between Maitland City Hall and a high-profile mixed-use multifamily project. The design provides a curb-less plaza street that activates the area as a cultural hub for the city and surrounding apartments and retail land use. The flush street design also provides flexibility in utilizing the street for various types of community events. The park now hosts community events, as well as provides day-to-day passive space for residents of downtown Maitland.



NEW PUBLIC LIBRARY & QUINN STRONG PARK

City of Maitland, FL

Ryan has served as Project Principal & Design Lead for the site master plan for a new 20,000-square-foot public library and renovation to the adjacent 2.5-acre Quinn Strong Park. The site will serve as a central park and community library to a cultural campus that includes an art and history museum and event space. The site is designed to create a seamless pedestrian access from the corner of Packwood Avenue and Maitland Avenue, through the library, and into the adjacent Quinn Strong Park that the library building is situated within. The project also includes renovation of the current historical library building that is situated on the block south of Quinn Strong Park.

ROBERT BIAS, PLA

Director - Landscape Architecture



Robert has 11 years of experience in landscape architecture, and specializes in the management of complex projects that span multiple phases and overcome the limitations of environmental constraints. He excels at early-stage conceptual site planning and yield study, and has led the landscape design for a variety of projects across Florida in residential, hospitality, multifamily, theme park, golf course and parks development, for an array of public and private clientele.

EDUCATION

University of Florida, Bachelor of Landscape Architecture

PROFESSIONAL LICENSURE

Landscape Architect, Florida no. LA6667302

COMMUNITY INVOLVEMENT

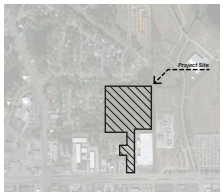
American Society of Landscape Architects (ASLA)

Orange County's Development Advisory Board, appointed member

ON A PERSONAL NOTE

Robert enjoys indoor and outdoor rock climbing, and has made trips to Wyoming, North Carolina and Canada to climb mountains. He began the hobby in 2017 to help overcome a life-long fear of heights.

SELECTED PROJECT EXPERIENCE



BANYAN VILLAGES AT LAKE LAWNE

Orange County, FL

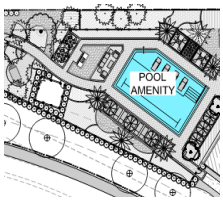
Rob has overseen the landscape architecture design and construction documentation for this 205-unit affordable multifamily project west of downtown Orlando next to Barnett Park. RVi also coordinated, wrote and designed the client's proposal in July 2021 to the first year of Orange County's Housing Trust Fund grant program, which was ultimately ranked no. 1 out of seven that applied that year for the Housing Trust Fund.



BANYAN EAST TOWN APARTMENTS

Altamonte Springs, FL

Rob has overseen the landscape architecture design and construction documentation for this 92-unit affordable multifamily project located a quarter mile from the Altamonte Springs SunRail station. Amenities include a clubhouse, dog park, parking garage and two courtyards. RVi also coordinated, wrote and designed the client's proposal in November 2021 to Seminole County's Community Services Department for State Housing Initiatives Partnership (SHIP) funding, a loan program intended for affordable housing development. The client won that SHIP funding request.



SUN DRIVE APARTMENTS

Lake Mary, FL

Rob has led the landscape architecture design and construction documentation for this 70-unit workforce multifamily project. Located on a small suburban infill site directly abutting a grocer-anchored retail center, design of pedestrian access was prioritized as a key amenity. Other amenities Rob and his RVi staff have designed include a dog park, swimming pool and pedestrian garden area. The existing mature tree canopy was maintained as much as possible in close coordination with the city.



RICK BALDOCCHI, PE

PRINCIPAL

Mr. Rick Baldocchi, PE, has more than 40 years of experience in the consulting community planning and designing public works and transportation projects. A major strength is his understanding of the planning process, including environmental approvals, public involvement, and right-of-way issues. He also has experience with project design, client liaison, subconsultant administration, expert witness testimony, and financial management.

CATCHLIGHT CROSSINGS
Orlando, FL | Principal-in-Charge
Catchlight Crossings is a 1,000-unit affordable and mixed-income housing community built around a chain of public open spaces with shaded walking paths connecting residents to retail, common amenities, social infrastructure, and multi-modal transportation. Transit access, hidden parking and placemaking create a pedestrian, bike, and transit-oriented, walkable community. The program includes seven five-story buildings, one eight-story building, 16,000 SF of community retail, 80,000 SF of residential amenities, 2.5 acres of transit hub, 5 acres of community open space and recreation, multiple vehicular access points, direct pedestrian connection to future intermodal site, and 1,680 parking spaces for multiple uses. AVCON is responsible for civil engineering.

HAWTHORNE PARK APARTMENT DEVELOPMENT
Orlando, FL | Project Manager
This project site contains approximately 15.11 acres and is located within Section 18, Township 22 South, Range 29 East. The site is located to the south of Silver Pines Road and to the west of North Pine Hills Road. AVCON provided design and construction documents for these affordable senior housing apartments, which consist of 60 one-bedroom and 60 two-bedroom units.

WESTON PARK MULTIFAMILY DEVELOPMENT
Longwood, FL | Project Manager
This project is a public-private partnership between FDOT, Seminole County, the City of Longwood, and the private developer. In addition to constructing the SunRail Station, FDOT constructed the adjacent roadways, parking lots, and stormwater ponds to serve the public parking areas. The developer's project included multifamily apartments designed in a Transit Oriented Development (TOD) and included a new 300-car parking garage constructed over the FDOT parking lot, replacing the original spaces, plus adding spaces for the private development. AVCON was responsible for civil engineering services related to the private development elements.

HERITAGE VILLAGE APARTMENT COMPLEX DESIGN
Longwood, FL | Project Manager
This project included civil design of a 200-unit apartment complex on a tight site with wetlands and 100-year floodplain issues.

ESTATES AT MAITLAND
Maitland, FL | Project Manager
AVCON provided civil engineering elements associated with the Entitlement Phase of this project. Work included the performance of a parking study for the mixed-use development. Services also included a review of access on US 17-92 and recommended changes. AVCON also performed reviews of available utilities on and around the project site and identified potential connection points for the project, along with any service deficiencies. Additional reviews for the project included the review of the pedestrian/bicycle circulation for the site, as well as the parking lot geometry and recommendations.

YEARS WITH AVCON:
35

TOTAL YEARS OF EXPERIENCE:
41

EDUCATION:

MBA, 1991 Rollins College
M.S. Structural Engineering, 1984 University of California Berkeley

B.S. Civil Engineering, 1982 California Polytechnic State University

REGISTRATIONS:
Professional Engineer
FL, 38092, 1987
GA, 032447, 2007
CA, 40504, 1986
NC, 049524, 2019

PROFESSIONAL AFFILIATIONS:
American Society of Engineering

Florida Engineers Society

Florida Institute of Consulting Engineers

OFFICE LOCATION:
Orlando, FL

AVCON

Build with the Best!

Since the day we were founded in 1987 our promise has been to serve our clients first.

Company Overview

Every employee at VCC is invested in the success of our projects and engage in true partnership, collaboration, open information sharing, and proficient use of technology to accomplish this.

Our Culture

We are a company established on longstanding relationships. For us, trust, accountability, doing what is right, and speaking up are not just concepts… they influence how every employee at VCC operates and is at the heart of our company.

Our Mission

Our mission is to deliver an excellent construction experience for our clients by retaining the best people. Our highest goal is to build lasting relationships.

Our Vision

Our vision is to lead with operational excellence through innovative solutions, people and performance.

Office Locations

- Little Rock, Arkansas
- Fayetteville, Arkansas
- Phoenix, Arizona
- Irvine, California
- Tampa, Florida
- Atlanta, Georgia
- Dallas, Texas
- McAllen, Texas
- Houston, Texas





Service is at Our Core

VCC has 9 offices across the country

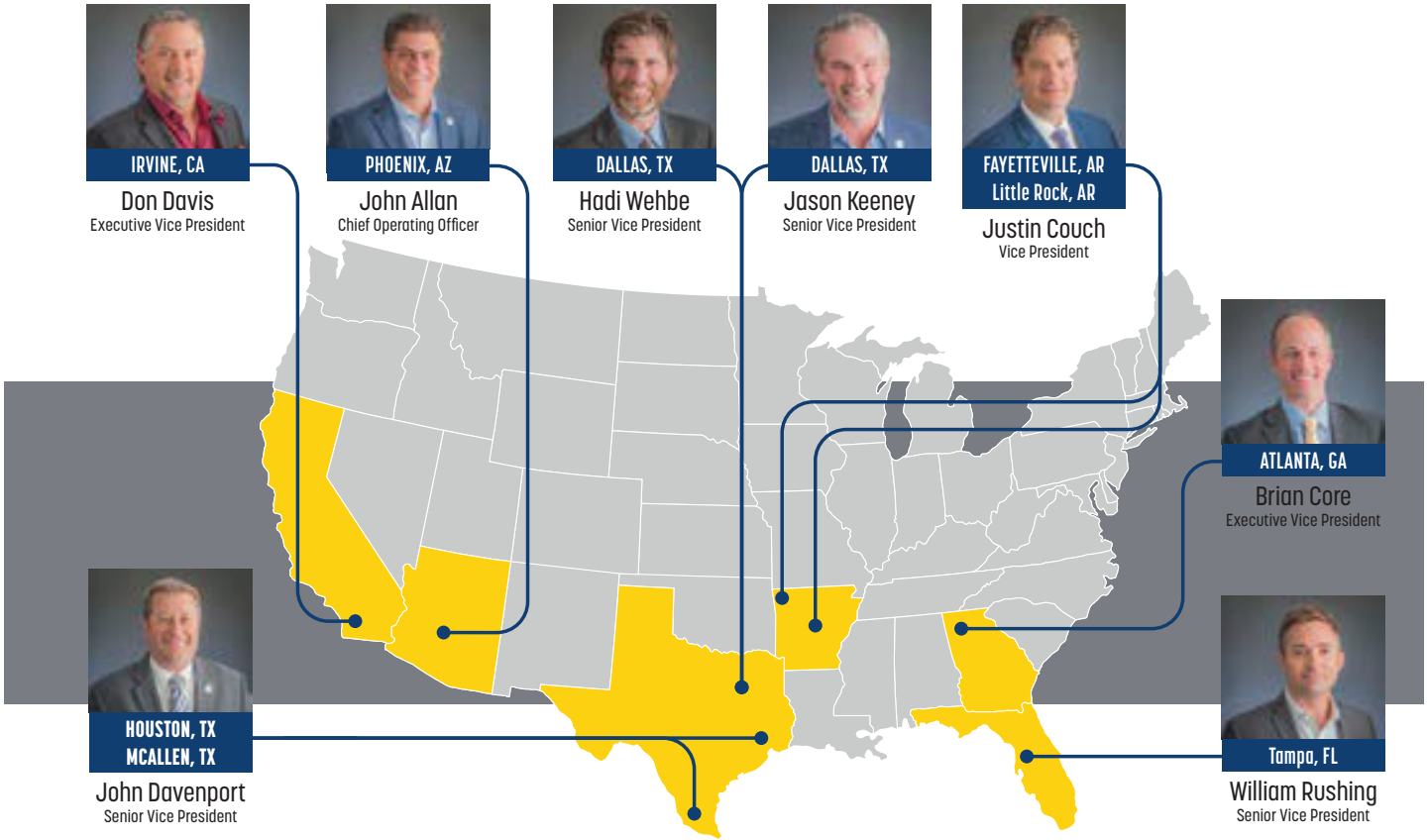
Our Leadership

While we have strategically located these offices, VCC operates under one roof. Our headquarters is in Little Rock, Arkansas where business adminsitration like accounting, scheduling, risk management and human resources are all centralized. Our project management teams are located across the other offices. We take great pride in our relationships with our clients, so, no matter where they build, we will have the best team available to build their vision.

TOP 100

Consistently ranked in ENR's Top 100 Contractors.

Office Locations & Key Personnel



Lowndes

Daniel F. McIntosh

SHAREHOLDER

Orlando, FL | daniel.mcintosh@lowndes-law.com | 407.418.6272

Senior Shareholder and former Chair of the Real Estate Department at Lowndes, Drosdick, Doster, Kantor & Reed, P.A., with over three decades of experience in commercial and residential real estate law. Advises clients on acquisitions, leasing, financing, and development, with a strong track record managing high-value, multi-jurisdictional transactions. Known for strategic negotiation, precision, and leadership within the firm and the broader legal community.

EXPERIENCE

Shareholder, Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Sep 1987 – Present

- Represented the purchaser in a $130 million multi-site shopping center acquisition.
- Represented the purchaser in the acquisition of real estate for low-income housing developments.
- Built a $2.5 billion portfolio for a REIT investing in senior housing and medical office buildings.
- Served as counsel for a $126.3 million bond issuance for a retirement community expansion.
- Negotiated and closed hundreds of high-end residential transactions across the Southeast.
- Represented the seller in the sale of over 400 franchise restaurant locations nationwide.
- Represented the seller on the sale of twin 15-story senior housing towers for $57 million.

Judicial Clerk, Fifth District Court of Appeal
Aug 1985 – Aug 1987

EDUCATION

University of Florida - Fredric G. Levin College of Law
J.D., Law, 1985

- Activities: *International Trade Law Journal, John Marshall Bar Association, Dean Rusk Foundation Brussels Seminar, Trial Team*

Duke University
B.A., History, 1981
Activities: *Baldwin Federation, Duke Student Government, Interfraternity Council*

RECOGNITION

- Martindale-Hubbell Rating: AV
- *The Best Lawyers in America*, Real Estate Law, 2010–2025
- Lawyers in Real Estate Award, *Connect CRE*, 2022
- *Florida Super Lawyers*, 2012–2019
- Florida Legal Elite, *Florida Trend*, 2011–2012, 2014–2017

WENDOVER
MANAGEMENT, LLC
1105 KENSINGTON PARK DRIVE, SUITE 200
ALTAMONTE SPRINGS, FLORIDA 32714
TEL: (407) 333-3233 FAX: (407) 333-3919

Wendover Management, LLC, a Florida limited liability company, ("WM" or "Manager") was formed in July of 2008 and is licensed with the State of Florida Department of Business and Professional Regulation as a Real Estate Corporation, as well as the State of Georgia. Florida Housing Finance Corporation ("FHFC") has approved WM as qualified to manage corporation financed properties, and the company was recently approved by HUD as a management company. WM is currently actively managing 2,426 units.

All manager/leasing employees of WM are required to attend compliance training workshops through the relevant State Housing Agencies and maintenance personnel are encouraged to obtain pool certification as well as HVAC certifications.

Jonathan Wolf is the principal shareholder of WM, with many years of experience in the operation of low-income housing tax credit communities. Previously, Mr. Wolf was the Vice President of Wendover Management, Inc. (WMI) which was initially managing more than 1,500 units. In 2001 WMI merged with Reliance Management with a portfolio of more than 15,000 units in 14 different states. Subsequently, WMI's interest was sold to Alliant, Inc.

Mr. Wolf takes particular interest in the initial marketing and lease-up for new communities in the portfolio, and maintains close interaction at all times with the managers of the various properties with respect to daily operations.

Glen Bamberger, Chief Financial Officer and Rachel Muse are responsible for the business matters of the company, including budgeting, insurance and the production of financial reports.

Ryan von Weller, Manager, oversees all property matters, including working alongside regional and property managers to monitor administrative activity and day-to-day support for property personnel, review contractual arrangements and obligations, and manage human resource support and internal operations.

3

References & Project Examples

Attachment B:

REFERENCES: Wendover Housing Partners

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years.

Reference #1:
Name: JPMorgan Chase & Co.
Address: 100 N Tampa Street, Suite 3300, Tampa, FL 33602
Telephone No.: (813) 483-8297 Fax No.:
Contact: Tammy Haylock-Moore, Managing Director
E-mail: tammy.haylock-moore@chase.com

Reference #2:
Name: Wells Fargo
Address: 1525 West W.T. Harris Blvd, Bldg 3, 3RD Floor, Charlotte, NC 28262
Telephone No.: 704.989.5943 Fax No.:
Contact: Matthew Parkhill, Managing Director
E-mail: matthew.d.parkhill@wellsfargo.com

Reference #3:
Name: Orange County Government
Address: 525 E. South Street, Orlando, Florida, 32801
Telephone No.: (407) 836-5190 Fax No.:
Contact: Mitchell Glasser, Manager
E-mail: Mitchell.Glasser@ocfl.net

Reference #4:
Name: City of Orlando
Address: 400 South Orange Avenue, Orlando, Florida 32801
Telephone No.: (407) 246 - 2121 Fax No.:
Contact: Stephanie Neves, Housing Development Manager
E-mail: stephanie.neves@orlando.gov

Attachment B:

REFERENCES: CrossMarc Services

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years.

Reference #1:
Name: The Villages Development Company
Address: The Villages, FL
Telephone No.: (352) 753-6654
Contact: Scott Renick, V.P. of Commercial Development
E-mail: scott.renick@thevillages.com

Reference #2:
Name: Holler / Great American Land Co.
Address: 1011 N. Wymore Road, Winter Park, FL 32789
Telephone No.: (407) 760-5822
Contact: Roger Holler III, CEO
E-mail: rholleriii@asnmail.com

Reference #3:
Name: R.D. Keene Trust
Address: 800 N. Orange Ave., Suite 400, Orlando, FL 32801
Telephone No.: (407) 757-2800
Contact: Rex McPherson, CEO
E-mail: rexmcp@rdktrust.com

Reference #4:
Name: Publix Supermarkets
Address: 3300 Publix Corporate Pkwy, Lakeland, FL 33801
Telephone No.: (863) 602-0718
Contact: Woody Rayburn, V.P. of Real Estate
E-mail: woody.rayburn@publix.com

CATCHLIGHT CROSSINGS

Wendover Housing Partners Orange County, FL



SIZE

20 acres
1,000 mixed-income apartments
16,000 SF retail

TEAM MEMBERS INVOLVED

Wendover Housing Partners
AVCON
RVi Planning
Lowndes law firm

FINANCED WITH

9% LIHTC
SAIL
FCLF Capital Magnet Funds
Multifamily Mortgage Revenue Bonds
Orange County's Affordable Housing Trust Fund Loan
National Equity Fund Assignment Corporation (equity)
Wells Fargo Bank (debt)

PARTNERS

Orange County (P3)
Universal Destinations & Experiences

PROJECT DESCRIPTION

This mixed-use and mixed-income public-private partnership (P3) development is now under vertical construction along Destination Parkway near the Orange County Convention Center in Orlando. By Q1 2026 the project will deliver 1,000 mixed-income apartments in Orlando's tourism corridor. This will be a substantial fulfillment of Orange County's initiatives to drive new affordable housing development, with this serving as a P3 success story between developer Wendover Housing Partners, land owner Universal Destinations & Experiences and the County.

The multifamily community features will include an on-site, tuition-free Bezos Academy preschool; on-site medical offices; a transportation center for buses, ride-sharing and employer shuttles; 16,000 square feet of retail; community urban plaza and event space; community gardens; bike and walking paths; neighborhood food pantry; playground; two resort-style pools; and a grilling gazebo.



WESTON 4 HUNDRED

Wendover Housing Partners Kissimmee, FL



SIZE
10 acres
205 apartments

TEAM MEMBERS INVOLVED
Wendover Housing Partners
AVCON
Lowndes law firm
Slocum Platts Architects

FINANCED WITH
Renasant Bank (debt)
Jonathan Wolf (equity)

PROJECT DESCRIPTION
Within walking distance of the SunRail station and downtown Kissimmee, this market-rate multifamily housing community at 500 Spencer Avenue is located on what was formerly a concrete production facility.

Development of the site began in 2021 with construction completed in 2024. Multiple environmental issues were identified early on that required mitigation, including significant soil replacement and the discovery of concrete storage vaults found underground throughout the site that had to be excavated. All environmental mitigation costs were funded by Wendover Housing Partners.



MONROE LANDINGS

Wendover Housing Partners Sanford, FL



SIZE
10 acres
144 apartments

TEAM MEMBERS INVOLVED
Wendover Housing Partners
Slocut Platts Architects
Lowndes law firm

FINANCED WITH
Phase 1: 9% LIHTC
Phase 2: 4% LIHTC and SAIL
National Equity Fund Assignment Corporation (equity)
Bank of America (debt)

PARTNERS
Sanford Housing Authority (P3)
City of Sanford
Orlando Housing Authority

PROJECT DESCRIPTION
Located one mile from historic downtown Sanford at 1410 Halstead Lane in Sanford's Goldsboro neighborhood, the development of Monroe Landings occurred over two phases and was carried out as a P3 project in close partnership with the Sanford Housing Authority. The new affordable multifamily community was built on the site of a former public housing project, which was vacated and demolished in 2013 after being deemed uninhabitable by HUD. The 60-unit Phase 1 was delivered in 2022 and the 84-unit Phase 2 opened in 2024. Along with standard market-rate amenities like a swimming pool, playground, fitness center and outdoor barbecue stations, wraparound services include case managers who visit the property regularly to support formerly unhoused military veterans who've been provided apartments. Sanford Housing Authority owns the land and holds a 25 percent stake in the development project.



DEVELOPER PROJECT EXPERIENCE

Developed Properties

51 Properties, 7794 Units

Arive 850	2017	Student	Tallahassee, FL	35
Banyan Grove	2013	Affordable	Key West, FL	48
Beacon Hill	1998	Affordable	Orlando, FL	192
Berkely Landings	2024	Affordable	Riviera Beach, FL	112
Brixton Landing	2016	Affordable	Apopka, FL	80
Burlington Cove	2021	Affordable	Sanford, FL	68
Cabana Club	1995	Affordable	Florida	334
Charleston Cay	2005	Affordable	Port Charlotte, FL	128
Chatham Landing	1989	Market Rate	Orlando, FL	272
Chatham Pines	1990	Market Rate	Winter Springs, FL	208
Crescent Club/Camden Club	2001	Affordable	Orlando, FL	215
Denton Cove	2022	Affordable	Apalachicola, FL	52
Dunwoodie Place	1999	Affordable	Orlando, FL	172
Durham Place	2023	Affordable Family/Homeless	Orlando, FL	102
Flagler Village	2009	Affordable	Key West, FL	49
Fulham Terrace	2024	Affordale	Riverview, FL	116
Glen Oaks	1998	Affordable	Tallahassee, FL	256
Granite Crossing	2016	Affordable	Lithonia, GA	75
Haley Park	2015	Affordable	Tampa, FL	80
Hartland Station	2021	Affordable	Atlanta, GA	131
Hawthorne Park	2022	Affordable	Pine Hills, FL	120
Heritage Village	2014	Affordable	Longwood, FL	123
Hunter's Chase	2001	Affordable	Thomasville, GA	112
Irongate	2002	Affordable	Ruskin, FL	160
Kenwood Place	2016	Affordable	Tallahassee, FL	112
Landings at Sea Forest	1999	Affordable	New Port Richey, FL	200
Landsdowne Terrace	2004	Affordable	Lutz, FL	160
Lindsey Gardens	1997	Affordable	St. Lucie, FL	96
Lighthouse Villas		Single Family	Corrolla, NC	76
Madison Chase	2000	Affordable	West Palm Springs, FL	230
Madison Commons	2000	Affordable	Middleberg, FL	160
Madison Green	2003	Affordable	Palm Coast, FL	128
Madison Meadows	2000	Affordable	Statesboro, GA	120
Madison Woods	2002	Affordable	Jacksonville, FL	240
Marcis Pointe	2011	Affordable	Jacksonville, FL	120
Monroe Landings	2022	Affordable	Sanford, FL	60
Monroe Landings Phase II (Somerset)	2024	Affordable	Sanford, FL	84
Park Richey	1999	Affordable	Wesley Chapel, FL	200
Park Springs	1999	Affordable	Plant City, FL	200
Pasco Woods	1999	Affordable	New Port Richey, FL	200
Rochester Park	2023	Affordable	Brooksville, FL	84
Rotonda Lakes	1997	Affordable	Rotonda West, FL	176
Spring Harbor	2000	Affordable	Mt. Dora, FL	248
Somerset (Monroe Landings Ph 2)	2023	Affordable	Sanford, FL	84
The Cove at St. Lucie	1998	Affordable	St. Lucie, FL	144
Warley Park	2020	Affordable Family/Homeless	Sanford, FL	81
Wellington Park	2016	Affordable	Apopka, FL	120
Westchester Woods	2002	Affordable	Pflugerville, TX	250
Weston Park	2014	Market Rate/TOD	Longwood, FL	208
Weston 4 Hundred	2024	Market Rate/TOD	Kissimmee, FL	205
Whistler's Cove	1999	Affordable	Naples, FL	240
Whistler's Green	2000	Affordable	Naples, FL	168
Whistler's Park at Lakeside	2000	Affordable	Kissimmee, FL	160

DEVELOPER PROJECT EXPERIENCE

New Communities and Communities in Development

11 Properties

3444 Units

Project Name	Yr Blt	Type	Location	Unit No.
Brentwood Commons	2025	Affordable	Atlanta, GA	112
Catchlight Crossings	2025-30	Affordable/Workforce	Orlando, FL	1000
Southwick Commons	2025	Affordable	Apopka, FL	192
TBD (Indian River)	2026	Student Housing	St. Lucie, FL	400
Bristol Manor	2025	Affordable	Orange City, FL	80
Helm's Bay Landing	2026	Affordable	Fort Myers, FL	200
Carisbrooke Terrace	2026	Affordable	Sanford, FL	80
Harwick Place	2026	Affordable	Sanford, FL	80
Asbury Pointe	2026	Affordable	Atlanta, GA	120
Thornton Place	2026	Affordable	Orlando, FL	80
TBD (Atlanta)	2027	Affordable	Atlanta, GA	980

THE VILLAGES RETAIL & TOWN CENTERS (MULTIPLE)

CrossMarc Services, LLC The Villages, FL



PROJECT TIMEFRAME
2007-2009, on-call consulting

ROLE
Retail Development Consulting
Marketing

CLIENT
The Villages Development Co.

PROJECT DESCRIPTION
John Crossman of CrossMarc Services has supported The Villages Development Company since 2007 with retail development consulting and related marketing for the theming and lease-up of Spanish Springs Town Square, Lake Sumter Landing and Brownwood Paddock Square, which are three town squares that support neighborhoods of The Villages.

The average consumer did not understand the placemaking proposition of The Villages in its earliest phases of development. Crossman and his team helped craft that story from a marketing perspective and led media interactions. Mark Morse, president and COO of The Villages, has credited Crossman for putting "The Villages retail on the map."



FAIRBANKS CROSSING RETAIL CENTER

CrossMarc Services, LLC Winter Park, FL



PROJECT TIMEFRAME
2023 - present

ROLE
Developer
Retail Leasing
Marketing

CLIENT
Great American Land Management

PROJECT DESCRIPTION
CrossMarc has led the commercial redevelopment effort in recent years for the former Holler Chevrolet site in Winter Park, with more than 60,000 square feet of retail-commercial space planned along both sides of Fairbanks Avenue between S. Denning Drive and S. Capen Avenue. John Crossman has been credited with playing a crucial role of building confidence with elected officials that this proposed development was the best compromise when considering the property's vested commercial zoning, what surrounding residents said they would support.

Conditional use approval has been granted for an initial 26,210 square feet of retail and restaurant space on the northern side of Fairbanks, with buildings designed to front the avenue with an 18-inch elevation from the sidewalk to separate possible outdoor dining areas and surface parking to the rear. Two feet of the property along Fairbanks frontage will be donated to the City to widen traffic lanes.



PROPERTY MANAGEMENT EXPERIENCE

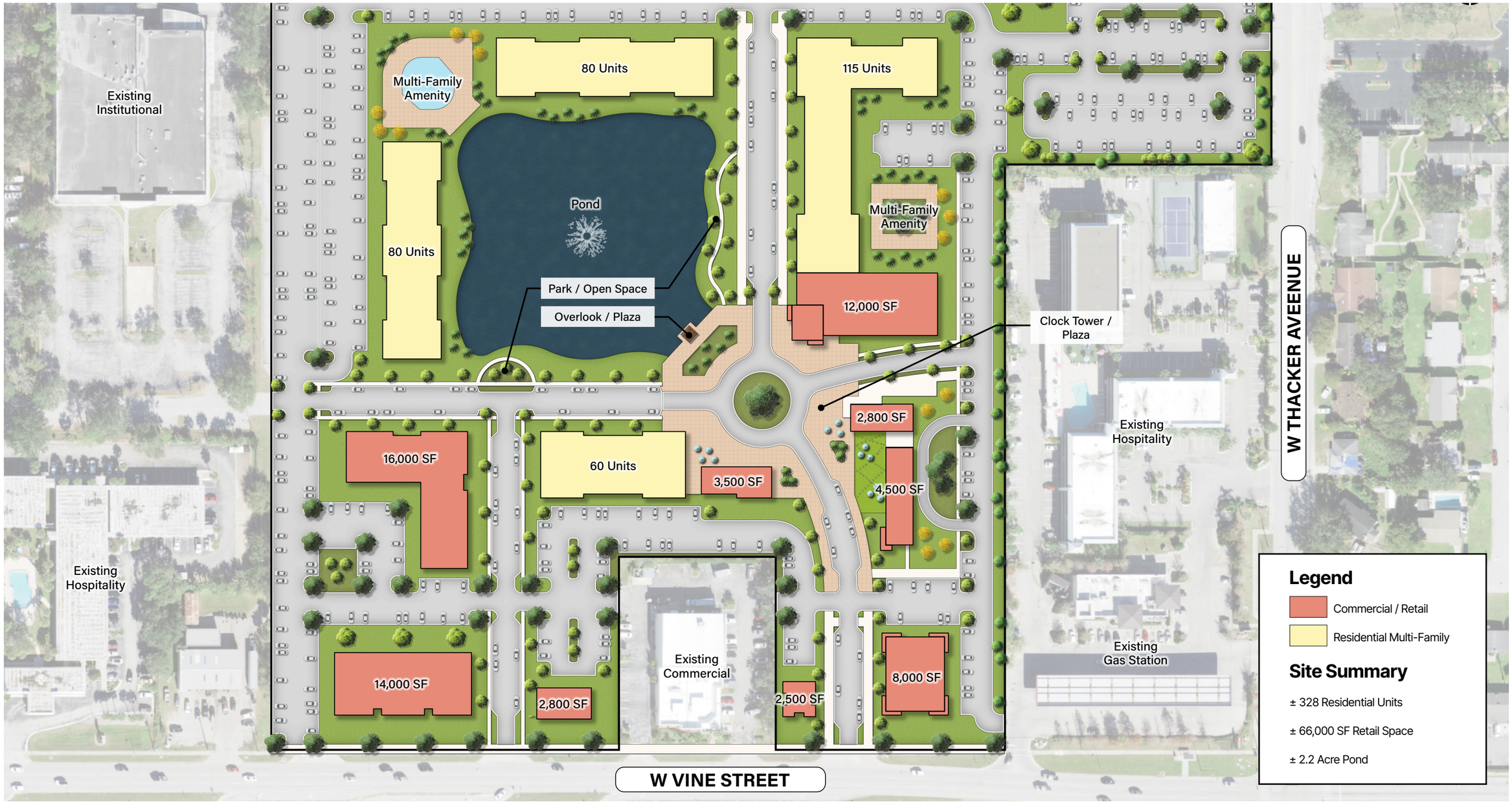
WENDOVER
MANAGEMENT

Property	Units	Type
Arive850	35/140 beds	student
Banyan Grove	48	family affordable
Berkeley Landings	112	family affordable
Brixton Landing	80	senior affordable
Burlington Cove	68	senior affordable
Denton Cove	52	family affordable
Durham Place	102	family affordable
Flagler Village	49	family affordable
Fulham Terrace	116	senior affordable
Granite Crossing	75	family affordable
Haley Park	80	senior affordable
Hartland Station	131	family affordable
Hawthorne Park	120	senior affordable
Heritage Village	123	senior affordable
Kenwood Place	112	senior affordable
Landings at Sea Forest	200	senior affordable
Marcis Pointe	120	senior affordable
Monroe Landings	144	family affordable
Rochester Park	84	senior affordable
Warley Park	81	family affordable
Wellington Park	120	family affordable
Weston Park	206	market rate/TOD/workforce
Weston 4 Hundred	205	market rate/TOD/workforce

4

Conceptual Master Plan & Development Narrative

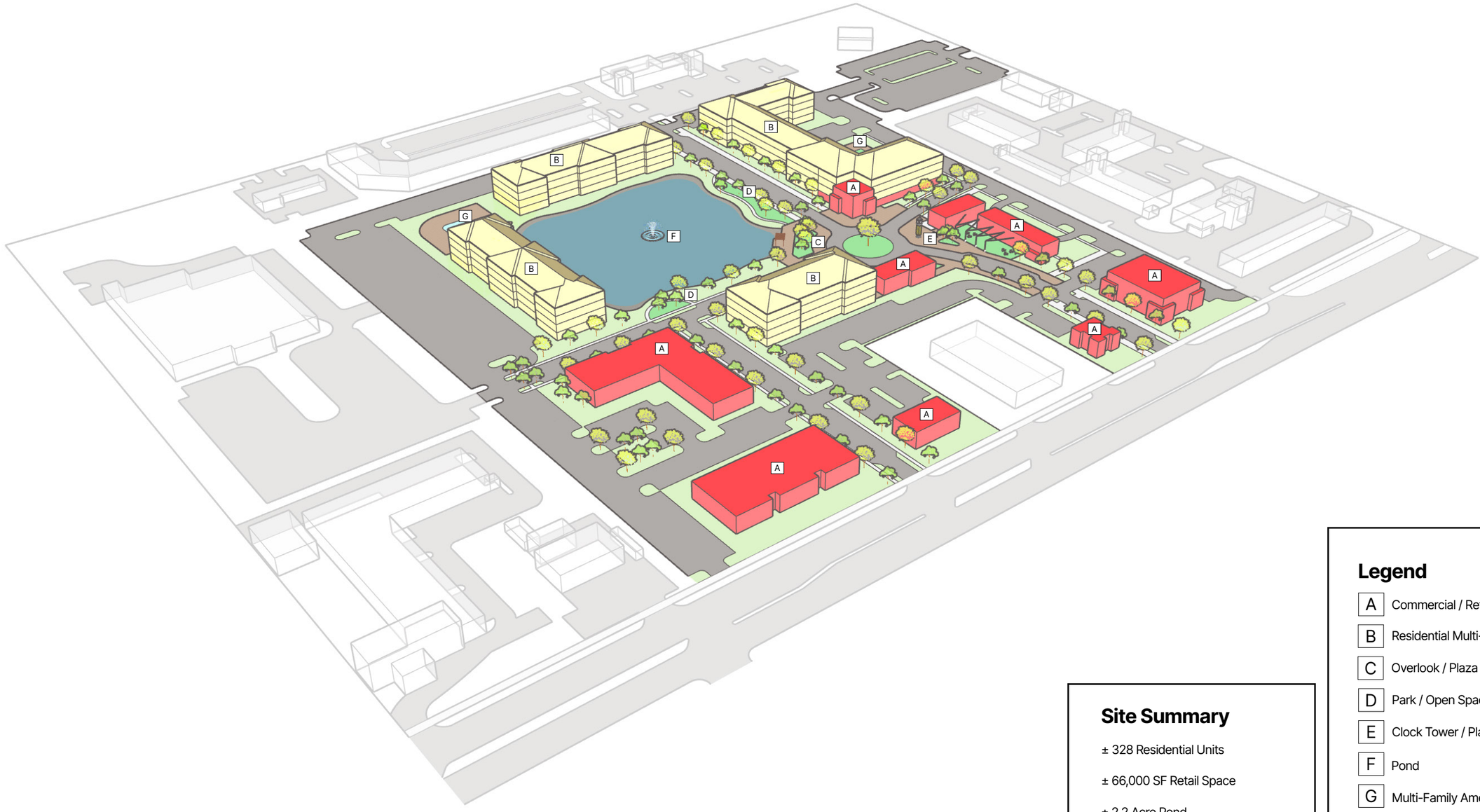
CONCEPTUAL MASTER PLAN - 2D VERSION



Copyright RVi

Aerial photography circa 07-18-2025

CONCEPTUAL MASTER PLAN - 3D VERSION



Site Summary

± 328 Residential Units

± 66,000 SF Retail Space

± 2.2 Acre Pond

Legend

- A Commercial / Retail
- B Residential Multi-Family
- C Overlook / Plaza
- D Park / Open Space
- E Clock Tower / Plaza
- F Pond
- G Multi-Family Amenity

Copyright RVi

CONCEPTUAL RENDERINGS



Conceptual rendering of a vantage point from the boardwalk overlook, located on the northwest quadrant of the roundabout with pedestrians looking over the stormwater pond toward apartment buildings on the northwest corner of the property (RVi).



Conceptual rendering of the proposed clocktower, to be located at the northeast quadrant of the town square's roundabout and surrounded by neighborhood retail and apartments. (RVi)

DEVELOPMENT PROGRAM

Placemaking: A Communal Hub along W. Vine Street
Our conceptual master plan for the former Kmart Site provides an ideal balance of mixed-use commercial and residential development inspired by New Urbanism design principals that the RFP and Vine Street CRA's master plan have asked for, while still serving the market realities of how retail-commercial is needed along the W. Vine Street (U.S. 192) frontage in a typical orientation.

Entering the property from the main southern entry off of W. Vine Street, a central boulevard leads to a roundabout that creates a "town square" atmosphere and mixed-use "Main Street" environment in the center of the site. The massing of the buildings that surround the roundabout is intentional, with the northeast side of the roundabout anchored by ground-floor neighborhood commercial space in a four-story multifamily building, while the southeast corner features a multi-tenant retail environment with outdoor dining space.

A proposed neighborhood clock tower on the southeast corner of the roundabout is a valuable part of the placemaking for a pedestrian experience in the town center. On the northwest corner of the roundabout, an overlook platform activates part of the proposed stormwater retention pond and provides an opportunity for event programming.

The Vine Street CRA's master plan encouraged a future multi-modal transit corridor running horizontally through the site. Our development program embraced that and will accommodate space for one or more bus rapid transit (BRT) stops through the center of the property. This master plan maintains cross-access at all relevant points of the property to connect to neighboring streets and established commercial properties next door.

Mixed-Income Residential
For the residential component of the development, Wendover proposes to develop and manage a total of 330 mixed-income multifamily housing units spread across four separate five-story buildings. The four buildings would be developed in three separate phases, each of which would offer one-, two-, and three-bedroom units. It is anticipated that the community will offer a mix of affordable and workforce apartment units.

The community will provide EnergyStar-rated appliances in each unit and each building will be Earth Craft Multifamily certified. In addition, each building will feature outdoor amenities including a tot-lot/playground and gathering areas with picnic tables and grills, and indoor amenities including a fully appointed property management suite, fitness center, community room, on-site laundry, and a fully equipped business center with Wi-Fi. Computers and printers will be available for resident use.

Target Demographic: Our Front-Line Workers
Local workers serving Kissimmee's healthcare and public service professions will be the target demographic for this community, which should include police officers, firefighters and school teachers. The community is well-positioned along W. Vine Street (U.S. 192) for transit access and connectivity, as residents will have immediate access to LYNX Bus Route 55 with the nearest bus stop located only 0.1 miles from the site.

This catalytic mixed-use development is aimed at the continued revitalization of downtown Kissimmee and will be a premier asset to the neighborhood. Wendover believes that this community development has the potential to become a landmark public-private initiative which showcases the City of Kissimmee, VSCRA, and the Development Team's ability to implement visionary, multi-phase, mixed-use developments that center inclusive design and walkable connectivity, promote economic mobility, and incorporate long-term sustainability.

With integrated wellness services, a myriad of potential retail offerings, multi-modal transit access, and community-centered amenities, this development has the potential to demonstrate what's possible when housing and community development is approached holistically as a platform for neighborhood development and upward opportunity.

DEVELOPMENT PROGRAM

Trade Area Demographics

2025 Demographics	1 Mile	2 Miles	5 Miles
Population	20,600	54,916	204,584
- '25-'30 Growth Proj.	2.32%	3.00%	2.50%
- Age <18	23.0%	22.5%	20.9%
- Age 18+	77.0%	77.5%	79.1%
- Age 65+	11.8%	13.1%	14.8%
Median Age	34.6	35.9	37.9
Households	8,121	18,864	68,275
- Avg. Household Size	2.83	2.87	2.97
Median HH Income	$60,582	$63,446	$78,596
Daytime Population	20,300	60,297	189,319
Employed Population	9,941	25,149	98,647
- White Collar	39.7%	43.7%	52.8%
- Blue Collar	29.5%	28.8%	24.4%
- Services	30.8%	27.5%	22.8%
Housing Afford. Index	57	59	68
Wealth Index	40	40	63

Source: Esri, Inc. (via U.S. Census Bureau and other sources)

For the retail components of the project, CrossMarc envisions a neighborhood retail center that focuses on the daily needs of the residents of the City of Kissimmee that incorporates community spaces and walkable elements. The design will incorporate the visibility and accessibility provided by W. Vine Street (U.S. 192) while taking advantage of the site's depth and mixed-use integration to provide a true "town center" feel, which will make it the premier retail center on this section of Vine Street/192.

Anticipated Retail Users/Tenants

We envision a mix of local and national users/tenants that will desire to lease space in the retail center given its location within the City and along Vine Street/192, as well as the value of proximity to the proposed apartments.

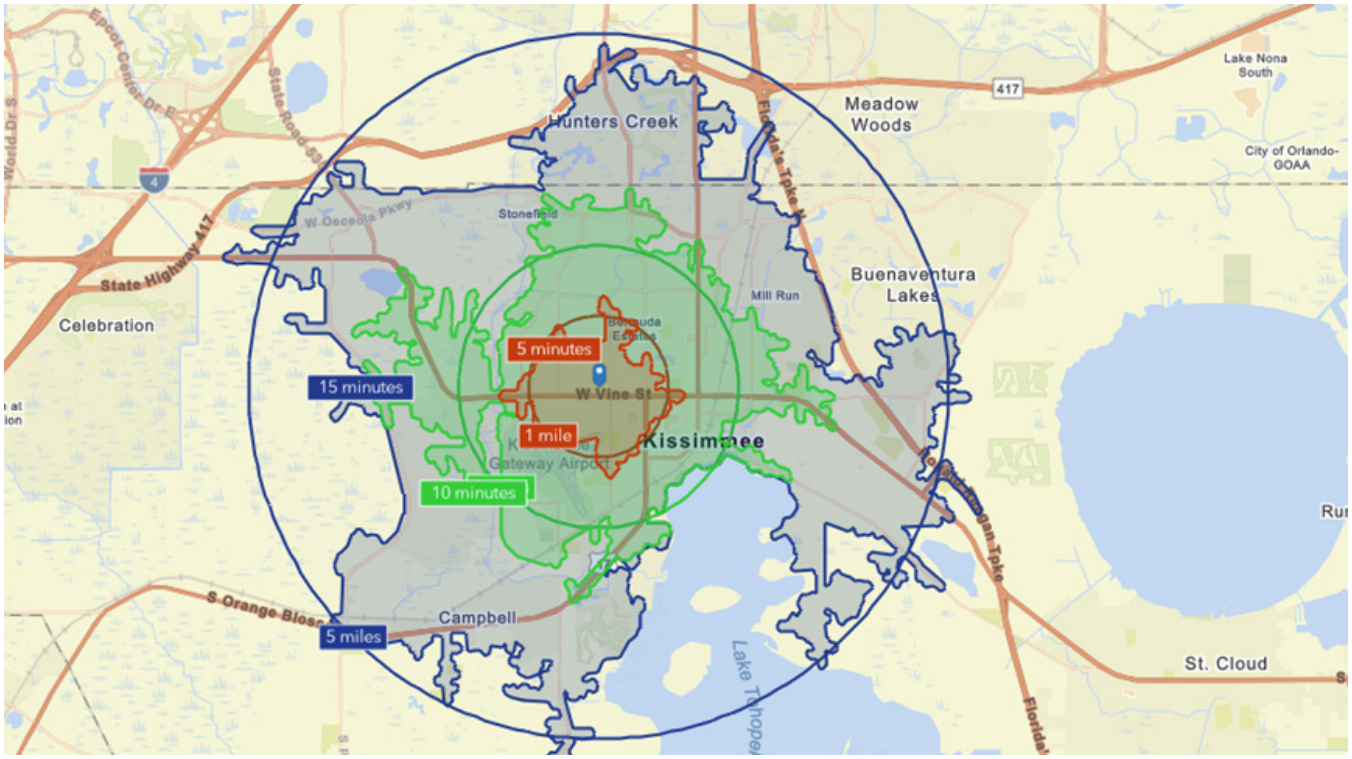
Users will be primarily in the "daily needs" category, which includes small food/specialty grocery (or pharmacy), family/sit-down dining, quick-service dining, cafes, personal services (i.e. dry cleaning), small-store retail, banks/financial services, fitness, educational/child-oriented services (i.e tutoring, dance studios), and other locally-owned small businesses. We also envision the potential to add medical service facilities such as family/specialist doctor offices, dental/vision offices, and small clinic facilities which will serve local residents.

Retail Trade Area/Market Analysis

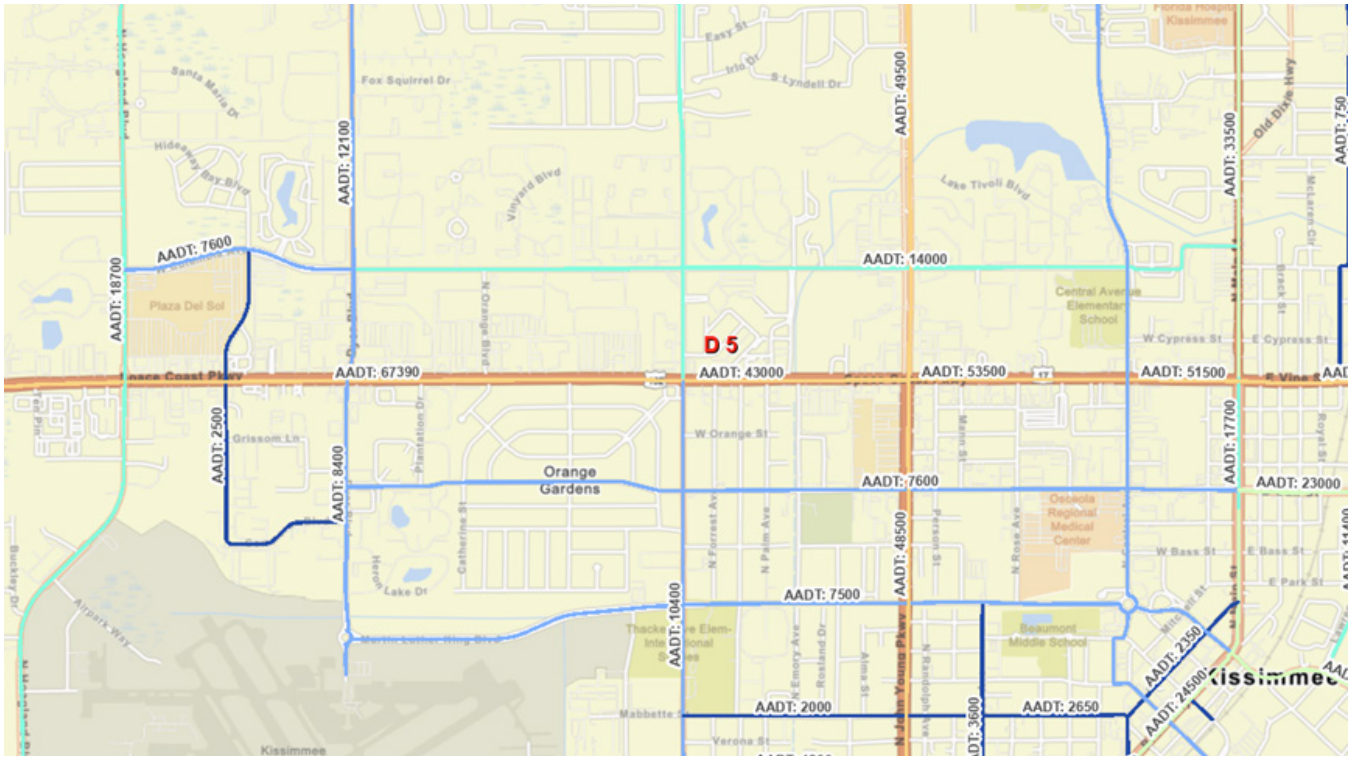
The site is located in the City of Kissimmee along the Vine Street/192 corridor and thus is well positioned to service customers from all points in the City. For determining a retail trade area, we reviewed geographies up to a five-mile radius and 15-minute drive time from the site (see map on the following page). Demographic and psychographic data was analyzed for such markets in determining the retail potential for the site (see table above).

Beyond local demographics, the site is fronted by Vine Street/192, a major arterial corridor with an estimated 67,390 Annual Average Daily Trips (AADT, per FDOT, 2024). The data shows this to be a fast-growing, young community with a high percentage of families with children under 18 (relative to the nation and Greater Orlando region). As such, there should be ample demand for retailers and service providers that will cater to the local population while also creating additional jobs and business opportunities for City residents.

RETAIL DEVELOPMENT - MARKET ANALYSIS



Trade Area Map



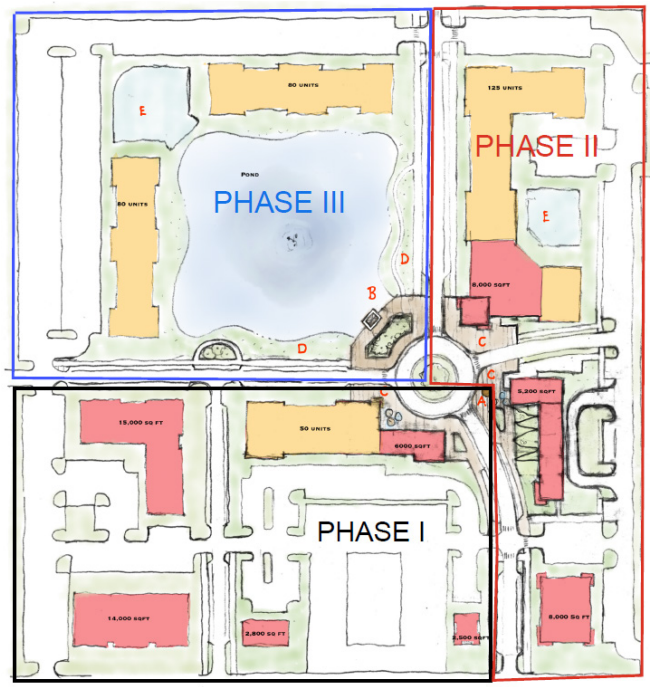
Traffic Counts (Annual Average Daily Trips)

5

Development Timeline & Pro Forma

PROPOSED DEVELOPMENT TIMELINE

Wendover is proposing a five-year development trajectory that accommodates three phases of residential and retail development. The development timeline below will summarize that breakdown by phase, with the image above as a reference:



- July 22, 2025: Development Team submits response for RFP2025-005 to City of Kissimmee/VSCRA to be selected for the acquisition and redevelopment of Kmart site.
- September 30, 2025 (estimate): City of Kissimmee/ VSCRA selects Development Partner.

PHASE I

- Q4 2025: Development Team works with VSCRA on the Purchase Option Agreement for the site and simultaneously works with community stakeholders to move forward with predevelopment/planning on Phase I.
- Q1 2026: Development Team identifies and sources financing to support site work and predevelopment of Phase I retail/housing.
- Q2 2026: Architectural/engineering plan preparation / Site plan permitting approval process for Phase I.
- Q3 2026: Development Team submits FHFC application(s) to support Phase I of affordable/workforce housing.
- Q4 2026: Development Team and VSCRA complete land acquisition closing. Development Team begins vertical development on Phase I housing + retail.
- Q4 2026: Development Team completes construction financial closing of Phase I.
- Q4 2026 – Q2 2028: Construction period of Phase I (~16 months).

PHASE II

- Q1 2027: Development Team identifies and sources financing to support site work and predevelopment of Phase II retail/housing.
- Q2 2027: Architectural/engineering plan preparation / Site plan permitting approval process for Phase II.
- Q3 2027: Development Team submits FHFC application(s) to support Phase II of affordable/workforce housing.
- Q4 2027: Development Team completes construction financial closing of Phase II.
- Q4 2027 – Q2 2029: Construction period of Phase II (~16 months).

PHASE III

- Q1 2028: Development Team identifies and sources financing to support site work and predevelopment of Phase III of housing / amenity area by the pond.
- Q2 2028: Architectural/engineering plan preparation / Site plan permitting approval process for Phase III.
- Q3 2028: Development Team submits FHFC application(s) to support Phase III of affordable/workforce housing.
- Q4 2028: Development Team completes construction financial closing of Phase III.
- Q4 2028 – Q2 2030: Construction period of Phase III (~16 months).

PROPOSED DEVELOPMENT TIMELINE



Spanish Springs Town Square in The Villages, a neighborhood retail hub that CrossMarc's John Crossman helped advise the developer on how to effectively market and lease up to capacity (CrossMarc).

Retail Leasing/Marketing Strategy
Leasing and marketing of the retail components of the project would commence during the initial planning stages of the project, with a goal of securing pre-leasing on a significant percentage of the retail square footage before construction commencement. This will allow for tenant/user input in final design planning.

The retail building parcels that will front Vine Street/192 have the potential to be leased and started concurrently or ahead of those integrated into the residential or as part of the town center elements. Overall, we anticipate leasing to take six to 18 months to complete and will run concurrently with the overall master development plan.

As construction nears completion of the town center components, overall project marketing, community engagement, and civic programming will commence to help ensure the success of the project and better engage the larger community and City with this project. Through leasing and design, community engagement will be undertaken to gain feedback, build support, and recruit local/small business tenants to lease within the retail spaces of the project.

Retail Development/Construction Timeline
The retail components will be developed and constructed building by building based on completion of master site infrastructure and appropriate pre-leasing, with a goal of delivering each building fully leased at opening. The site plan is designed to be flexible with respect to the leasing/construction timeline to reduce the risk of vacancy and be aligned with overall construction of the residential components.

For practical purposes, the buildings that front Vine Street/192 will likely be completed ahead of the town center components. This will allow the buildings most suited for local small businesses to open last and thus have maximum retail synergy and co-tenancy (as well as on-site residents) to ensure their own success. Overall, shell construction of each retail building is estimated to take between six to 12 months upon start (after site infrastructure delivery) with an additional three to six months for tenant fit-out and build-out prior to opening. Retail components located within residential buildings will follow the overall timeline of such buildings for their shell completion, where applicable.

PROJECT OPERATING PRO FORMA & PROJECTION OF DEVELOPMENT COSTS

KISSIMMEE KMART SITE REDEVELOPMENT PROJECT
PROJECT OPERATING PROFORMA - FULLY STABILIZED

2% **Annual Increase of Income**
3% **Annual Increase of Expenses**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Potential Gross Income - Residential (330 units)	$ 4,950,000	$ 5,049,000	$ 5,149,980	$ 5,252,980	$ 5,358,039	$ 5,465,200	$ 5,574,504	$ 5,685,994	$ 5,799,714	$ 5,915,708	$ 6,034,022	$ 6,154,703	$ 6,277,797	$ 6,403,353	$ 6,531,420
Potential Gross Income - Retail (61,500 sf)	$ 2,400,000	$ 2,448,000	$ 2,496,960	$ 2,546,899	$ 2,597,837	$ 2,649,794	$ 2,702,790	$ 2,756,846	$ 2,811,983	$ 2,868,222	$ 2,925,587	$ 2,984,098	$ 3,043,780	$ 3,104,656	$ 3,166,749
Other Income	$ 110,000	$ 112,200	$ 114,444	$ 116,733	$ 119,068	$ 121,449	$ 123,878	$ 126,355	$ 128,883	$ 131,460	$ 134,089	$ 136,771	$ 139,507	$ 142,297	$ 145,143
Vacancy & Collection Loss	$ (522,200)	$ (537,866)	$ (554,002)	$ (570,622)	$ (587,741)	$ (605,373)	$ (623,534)	$ (642,240)	$ (661,507)	$ (681,353)	$ (701,793)	$ (722,847)	$ (744,532)	$ (766,868)	$ (789,874)
Effective Gross Income	**$ 6,937,800**	**$ 7,071,334**	**$ 7,207,382**	**$ 7,345,990**	**$ 7,487,203**	**$ 7,631,070**	**$ 7,777,638**	**$ 7,926,955**	**$ 8,079,072**	**$ 8,234,038**	**$ 8,391,905**	**$ 8,552,725**	**$ 8,716,551**	**$ 8,883,437**	**$ 9,053,437**
Annual Operating Costs	$ (2,430,000)	$ (2,502,900)	$ (2,577,987)	$ (2,655,327)	$ (2,734,986)	$ (2,817,036)	$ (2,901,547)	$ (2,988,593)	$ (3,078,251)	$ (3,170,599)	$ (3,265,717)	$ (3,363,688)	$ (3,464,599)	$ (3,568,537)	$ (3,675,593)
Management Fees	$ (346,890)	$ (357,297)	$ (368,016)	$ (379,056)	$ (390,428)	$ (402,141)	$ (414,205)	$ (426,631)	$ (439,430)	$ (452,613)	$ (466,191)	$ (480,177)	$ (494,582)	$ (509,420)	$ (524,702)
Property Taxes	$ (400,000)	$ (412,000)	$ (424,360)	$ (437,091)	$ (450,204)	$ (463,710)	$ (477,621)	$ (491,950)	$ (506,708)	$ (521,909)	$ (537,567)	$ (553,694)	$ (570,304)	$ (587,413)	$ (605,036)
Replacement Reserve	$ (250,000)	$ (257,500)	$ (265,225)	$ (273,182)	$ (281,377)	$ (289,819)	$ (298,513)	$ (307,468)	$ (316,693)	$ (326,193)	$ (335,979)	$ (346,058)	$ (356,440)	$ (367,133)	$ (378,147)
Total Operating Costs	**$ (3,426,890)**	**$ (3,529,697)**	**$ (3,635,588)**	**$ (3,744,655)**	**$ (3,856,995)**	**$ (3,972,705)**	**$ (4,091,886)**	**$ (4,214,642)**	**$ (4,341,082)**	**$ (4,471,314)**	**$ (4,605,454)**	**$ (4,743,617)**	**$ (4,885,926)**	**$ (5,032,503)**	**$ (5,183,479)**
Net Operating Income	**$ 3,510,910**	**$ 3,541,637**	**$ 3,571,794**	**$ 3,601,334**	**$ 3,630,208**	**$ 3,658,365**	**$ 3,685,752**	**$ 3,712,312**	**$ 3,737,990**	**$ 3,762,724**	**$ 3,786,452**	**$ 3,809,108**	**$ 3,830,626**	**$ 3,850,934**	**$ 3,869,959**
Stabilized Value (6.75% Cap Rate)	***$ 52,013,481***	***$ 52,468,701***	***$ 52,915,473***	***$ 53,353,102***	***$ 53,780,864***	***$ 54,198,002***	***$ 54,603,728***	***$ 54,997,222***	***$ 55,377,628***	***$ 55,744,057***	***$ 56,095,580***	***$ 56,431,233***	***$ 56,750,011***	***$ 57,050,869***	***$ 57,332,720***
Debt Service	$ (2,700,000)	$ (2,700,000)	$ (2,700,000)	$ (2,700,000)	$ (2,700,000)	$ (2,700,000)	$ (2,700,000)	$ (2,700,000)	$ (2,700,000)	$ (2,700,000)	$ (2,700,000)	$ (2,700,000)	$ (2,700,000)	$ (2,700,000)	$ (2,700,000)
Asset Management Fees	$ (75,000)	$ (75,000)	$ (75,000)	$ (75,000)	$ (75,000)	$ (75,000)	$ (75,000)	$ (75,000)	$ (75,000)	$ (75,000)	$ (75,000)	$ (75,000)	$ (75,000)	$ (75,000)	$ (75,000)
Bond Compliance Fees	$ (125,000)	$ (125,000)	$ (125,000)	$ (125,000)	$ (125,000)	$ (125,000)	$ (125,000)	$ (125,000)	$ (125,000)	$ (125,000)	$ (125,000)	$ (125,000)	$ (125,000)	$ (125,000)	$ (125,000)
Annual Cash Flow	**$ 610,910**	**$ 641,637**	**$ 671,794**	**$ 701,334**	**$ 730,208**	**$ 758,365**	**$ 785,752**	**$ 812,312**	**$ 837,990**	**$ 862,724**	**$ 886,452**	**$ 909,108**	**$ 930,626**	**$ 950,934**	**$ 969,959**
Cumulative Cash Flow	***$ 610,910***	***$ 1,252,547***	***$ 1,924,342***	***$ 2,625,676***	***$ 3,355,884***	***$ 4,114,250***	***$ 4,900,001***	***$ 5,712,314***	***$ 6,550,304***	***$ 7,413,028***	***$ 8,299,479***	***$ 9,208,587***	***$ 10,139,213***	***$ 11,090,147***	***$ 12,060,105***
Debt Service Coverage Ratio	***1.30***	***1.31***	***1.32***	***1.33***	***1.34***	***1.35***	***1.37***	***1.37***	***1.38***	***1.39***	***1.40***	***1.41***	***1.42***	***1.43***	***1.43***

Development Line Item		Total
Land Costs	$	2,500,000
Land Development/Infrastructure	$	3,500,000
Soft Costs (Arch./Eng./Fees/Etc.)	$	7,500,000
Hard Costs	$	100,000,000
FF&E	$	1,500,000
10% Contingency (Hard/Soft/Infra)	$	11,500,000
Development Fee	$	8,325,000
Retail - Tenant Allowance	$	3,100,000
Retail Leasing Commissions (10 Yr, NNN)	$	1,600,000
Marketing/Misc. Leasing/Op. Start	$	1,250,000
Total Development Costs	**$**	**140,775,000**

6

Financial Capacity

FINANCIAL CAPACITY & FEASIBILITY

Financial Capacity
Wendover Housing Partners has successfully closed over $1 billion in development financing using a mix of public and private capital sources. The company has a proven ability to structure competitive capital stacks that incorporate 4% and 9% LIHTC, SAIL, CDBG-DR, tax-exempt bonds, and institutional capital.

Wendover maintains strong relationships with major financial institutions including Wells Fargo, JP Morgan Chase, Bank of America, RBC Capital Markets, and National Equity Fund. Upon request, Wendover is more than willing to provide sealed financial statements for Jonathan L. Wolf to further demonstrate financial strength and development capability. Mr. Wolf is Wendover's guarantor and Manager of the General Partnership in all Wendover transactions.

Ability to Perform the Work
Founder and CEO Jonathan L. Wolf brings over 40 years of real estate and finance expertise, having overseen the development and financing of thousands of multifamily units. He continues to guide Wendover's strategic vision with a strong emphasis on excellence, community impact, and long-term stewardship across all developments. As the Manager of the General Partnership for every community developed and owned by Wendover, Mr. Wolf ultimately holds financial guarantees.

Wendover's leadership team includes professionals with decades of experience in affordable, mixed-income and mixed-use housing development. Wendover's team has successfully executed mixed-finance projects executed over multiple phases and financed by a combination of institutional debt and equity with state and federal sources.

Wendover assigns a specialized team to each affordable housing engagement, led by a senior development manager and supported by a construction manager, financial analyst, compliance coordinator, and community engagement specialist. This core team works under the direction of Wendover's executive leadership, including Wendover's COO Ryan von Weller, who has managed the delivery of more than 3,000 affordable and workforce housing units across Florida.

Ryan's leadership and successful development experience demonstrates his ability to coordinate complex teams across design, financing, and regulatory compliance. Ryan's local knowledge and operational expertise are essential assets in successfully navigating public-private partnership structures, funding opportunities, and regulatory landscapes.

Proposed Services & Firm Expertise
As a full-service housing developer, Wendover has the demonstrated capacity to fulfill all responsibilities described in the RFP to successfully deliver this catalytic development. Wendover understands that, if selected as Developer Partner, it will be responsible for not only the full development cycle, but also for long-term operational and managerial success.

Wendover's responsibilities include, but are not limited to, site planning, financing, construction management, economic inclusion and hiring diversity, quality assurance and compliance, property management, and long-term ownership. Wendover looks forward to coordinating with and working alongside the City of Kissimmee, the VSCRA and community stakeholders.

LENDER'S LETTER OF SUPPORT

7/21/2025

Jonathan Wolf
Wendover Housing Partners, LLC
1105 Kensington Park Drive, Suite 200
Altamonte Springs, FL 32714

Dear Mr. Wolf:

This letter is to confirm that Chase Community Development Banking ("CDB") has had a successful relationship with Wendover Housing Partners, LLC for the past seven years as a construction and permanent lender under the Bank's Private Placement Tax-Exempt Bond and Taxable Debt Programs; in partnership with the Florida Housing Finance Corporation for the development of affordable housing throughout the State of Florida.

We have remained your partner and supporter over the years because of your financial strength and the quality of your product; which are vitally important to any lender. It has therefore, been a pleasure for Chase to work with your firm and to play a role in the development of innovative, quality affordable housing communities.

Chase is a leading lender for privately financed affordable housing transactions and we look forward to working with your firm in the future on the continued development of affordable housing throughout the State of Florida and Georgia.

Sincerely,

JPMorgan Chase Bank, NA

Tammy Haylock-Moore, Authorized Officer

7

Additional Information & Addenda

ADDENDA ACKNOWLEDGMENT

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)

(Signature)

COMPANY NAME Wendover Housing Partners, LLC

COMPANY ADDRESS 1105 Kensington Park Dr. Suite 200, Altamonte Springs, FL 32714

BY: _____ DATE: 7/21/25

(signature)

Jonathan L. Wolf, Manager EMAIL: jwolf@wendovergroup.com

(typed name/title of signer)

ADDENDA ACKNOWLEDGMENT

CITY OF KISSIMMEE 1883

May 8, 2025

Addendum No.2

Project: Kmart Site Redevelopment Project
Bid No: RFQ2025-005

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question 1: Please provide the estimated construction cost for this project. Do you foresee the value range being $25M - $50M?

Answer: Since this is an RFQ, we do not have an estimated construction cost at this time. As part of the submission requirements, proposers are expected to include a detailed pro forma outlining their estimated construction costs.

ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 2 (IF APPLICABLE)

(Signature)
COMPANY NAME Wendover Housing Partners, LLC
COMPANY ADDRESS 1105 Kensington Park Dr. Suite 200, Altamonte Springs, FL 32714
BY: _____ DATE: 7/21/25
(signature)
Jonathan L. Wolf, Manager EMAIL: jwolf@wendovergroup.com
(typed name/title of signer)

1

ADDENDA ACKNOWLEDGMENT

ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 3 (IF APPLICABLE)

(Signature)
COMPANY NAME Wendover Housing Partners, LLC
COMPANY ADDRESS 1105 Kensington Park Dr. Suite 200, Altamonte Springs, FL 32714
BY: (signature) DATE: 7/21/25
Jonathan L. Wolf, Manager (typed name/title of signer) EMAIL: jwolf@wendovergroup.com

ADDENDA ACKNOWLEDGMENT

DOT, and geotechnical reports? If so, will the City facilitate access to necessary data, sites, or stakeholders to support this work?

Answer: To be discussed with the selected developer at a later date.

- As successful retail procurement is critical to the overall project, will the City provide sufficient flexibility in the project timeline to allow for identifying, negotiating with, and securing retail tenants prior to the completion of full design documents? If so, will the City collaborate with the development team to structure key project milestones accordingly?

  Answer: To be discussed with the selected developer at a later date.

ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

_____
(Signature)

COMPANY NAME Wendover Housing Partners, LLC
COMPANY ADDRESS 1105 Kensington Park Dr., Suite 200, Altamonte Springs, FL 32714
BY: _____ DATE: 7/21/25

(signature)

Jonathan L. Wolf, Manager EMAIL: jwolf@wendovergroup.com

(typed name/title of signer)

ADDITIONAL INFORMATION

State of Florida
Department of State

I certify from the records of this office that WENDOVER HOUSING PARTNERS, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 31, 2006, effective January 31, 2006.

The document number of this limited liability company is L06000010828.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on February 11, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of May, 2025



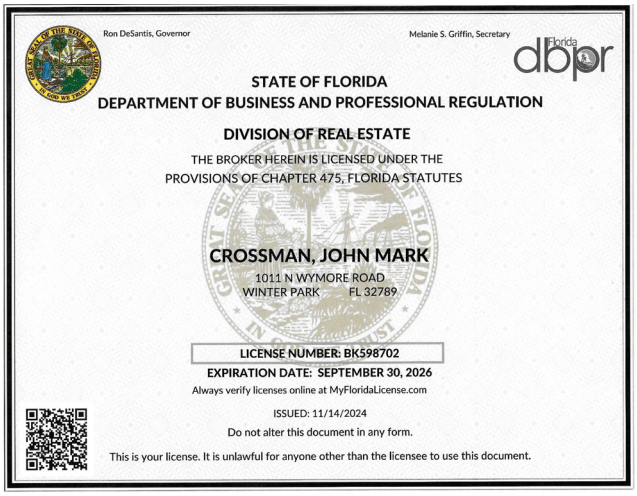
Secretary of State

Tracking Number: 8214183242CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

ADDITIONAL INFORMATION



Ron DeSantis, Governor
Melanie S. Griffin, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

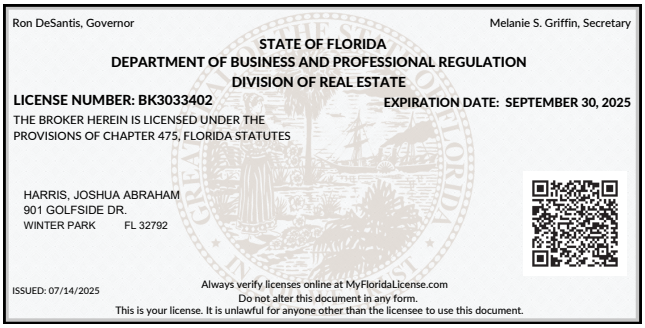
DIVISION OF REAL ESTATE

THE BROKER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CROSSMAN, JOHN MARK
1011 N WYMORE ROAD
WINTER PARK FL 32789

LICENSE NUMBER: BK598702
EXPIRATION DATE: SEPTEMBER 30, 2026
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ISSUED: 11/14/2024
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Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

LICENSE NUMBER: BK3033402
EXPIRATION DATE: SEPTEMBER 30, 2025
THE BROKER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

HARRIS, JOSHUA ABRAHAM
901 GOLFSIDE DR.
WINTER PARK FL 32792

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Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

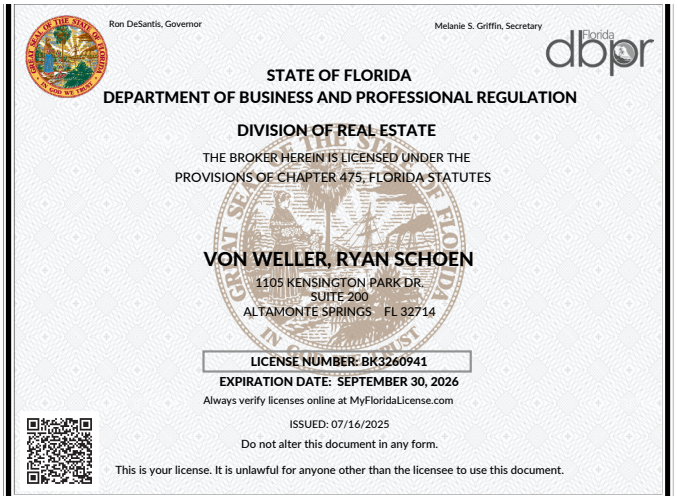
DIVISION OF REAL ESTATE

THE CORPORATION HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CROSSMARC SERVICES LLC
1011 NORTH WYMORE ROAD
WINTER PARK FL 32789

LICENSE NUMBER: CQ1060454
EXPIRATION DATE: MARCH 31, 2026
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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

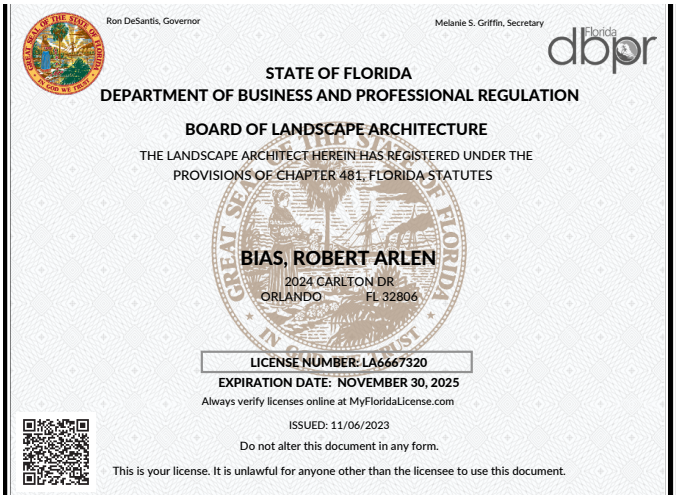
THE BROKER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

VON WELLER, RYAN SCHOEN
1105 KENSINGTON PARK DR
SUITE 200
ALTAMONTE SPRINGS FL 32714

LICENSE NUMBER: BK3260941
EXPIRATION DATE: SEPTEMBER 30, 2026
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ADDITIONAL INFORMATION



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Melanie S. Griffin, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

BIAS, ROBERT ARLEN
2024 CARLTON DR
ORLANDO FL 32806

LICENSE NUMBER: LA6667320
EXPIRATION DATE: NOVEMBER 30, 2025
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ISSUED: 11/06/2023
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Melanie S. Griffin, Secretary
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

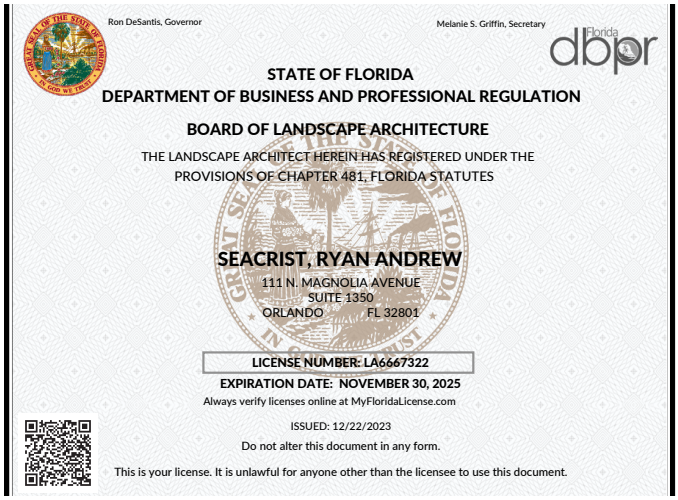
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SPECIAL INSPECTOR NUMBER: 1019

BALDOCCHI, RICHARD VERN
5555 E. MICHIGAN STREET
SUITE 200
ORLANDO FL 32822-2779

LICENSE NUMBER: PE38092
EXPIRATION DATE: FEBRUARY 28, 2027
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Melanie S. Griffin, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

SEACRIST, RYAN ANDREW
111 N. MAGNOLIA AVENUE
SUITE 1350
ORLANDO FL 32801

LICENSE NUMBER: LA6667322
EXPIRATION DATE: NOVEMBER 30, 2025
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ISSUED: 12/22/2023
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An Urban Destination Rooted in Legacy, Designed for Tomorrow

RFQ2025-005

Kmart Site Redevelopment Project

City of Kissimmee Community Redevelopment Agency

EDON PARK
Kissimmee, FL

CapStrata GROUP OF COMPANIES

HEDRICK BROTHERS DEVELOPMENT

EDON PARK

THE VISION

An Urban Destination Rooted in Legacy, Designed for Tomorrow

Urban Destination

- Catalyst Redevelopment
- Mixed-Income Housing
- Interactive Lawn
- Urban Heartbeat
- Future-Focused Facilities
- Results Driven Approach



1,000+

Residents



80,000+ sf

Commercial



75,000 sf

Sports Facility



40,000 sf

Green Space

AGENDA

1 Opening Remarks

2 Project Team

3 Site Overview

4 Development Concept

5 Financial Overview

6 Timeline

7 Q & A



Co-Master Developers

- Our Mission
- Home Grown
- Hyperlocal Perspective
- Best in Class Team

EDON PARK
KISSIMMEE, FL

Vine Street Redevelopment, LLC



+



CapStrata GROUP OF COMPANIES

HEDRICK BROTHERS DEVELOPMENT

EDON PARK

Public-Private Partners

VINE STREET CRA + VINE STREET REDEVELOPMENT, LLC

Development Partners

CAPSTRATA (aka CapStack)
Co-Master Developer

HEDRICK BROTHERS
Co-Master Developer

Consultants & Advisors

LRG INVESTORS
Retail Development & Investment

JOYCE DEVELOPMENT GROUP
Commercial & Office Development

CELY CONSULTING
Proforma & Financial Advisor

HEDRICK BROTHERS
Multifamily Development

USTLER GROUP
Pre-Development Advisor
(Creative VIllage Master Developer)

VHB, Inc.
Master Planning, Environmental & Transportation

KPM Franklin
Civil Engineering & Landscape Architecture

CORMIA DESIGN GROUP
Architect & Interior Design

HEDRICK BROTHERS
Multifamily Construction

VOTUM CONSTRUCTION
Construction Manager & Commercial Construction

Development Team

CapStrata Group of Companies



Veronica Malolos



Vincent Capuano

Hedrick Brothers Development



Burk Hedrick



Jesse Newton



Tim Thomas



Harrison Duncan

LRG Investors



Joe Brady



Aaron Dan

Ustler Group of Companies



Craig Ustler



Maria Rico

Joyce Development Group



John M. Joyce

Project Team

EDON PARK

HBD Construction



Arthur Miller



Jay Monaghan

Votum Construction



Vernice Atkins-Bradley



April McIntosh

Cely Consulting



Jeff Cely



John Pulliam

VHB, Inc.



Roberta Fennessy



Mark Bertoncini

KPM Franklin



Robby Moon



Kevin White

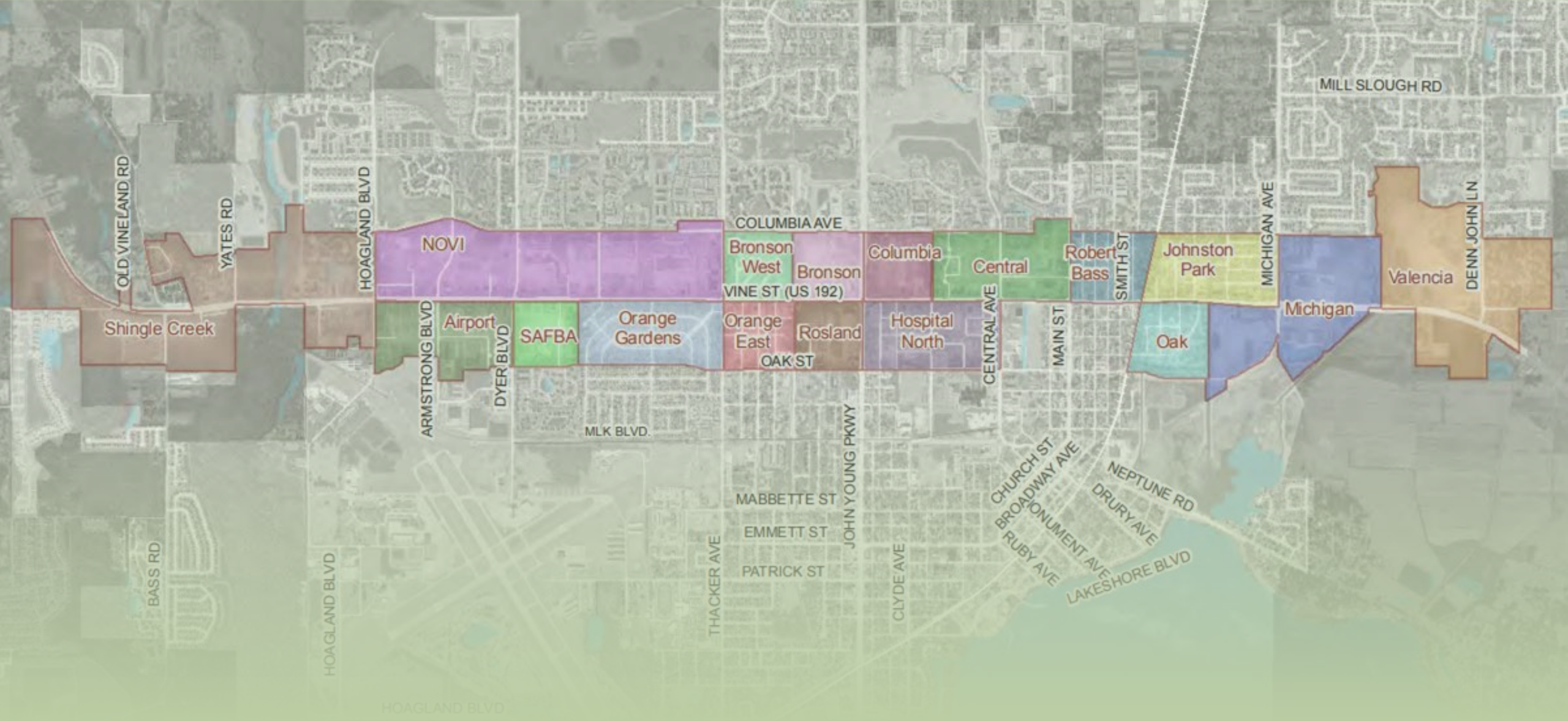
Cormia Design Group



Ben Hooley



Natalie Casey

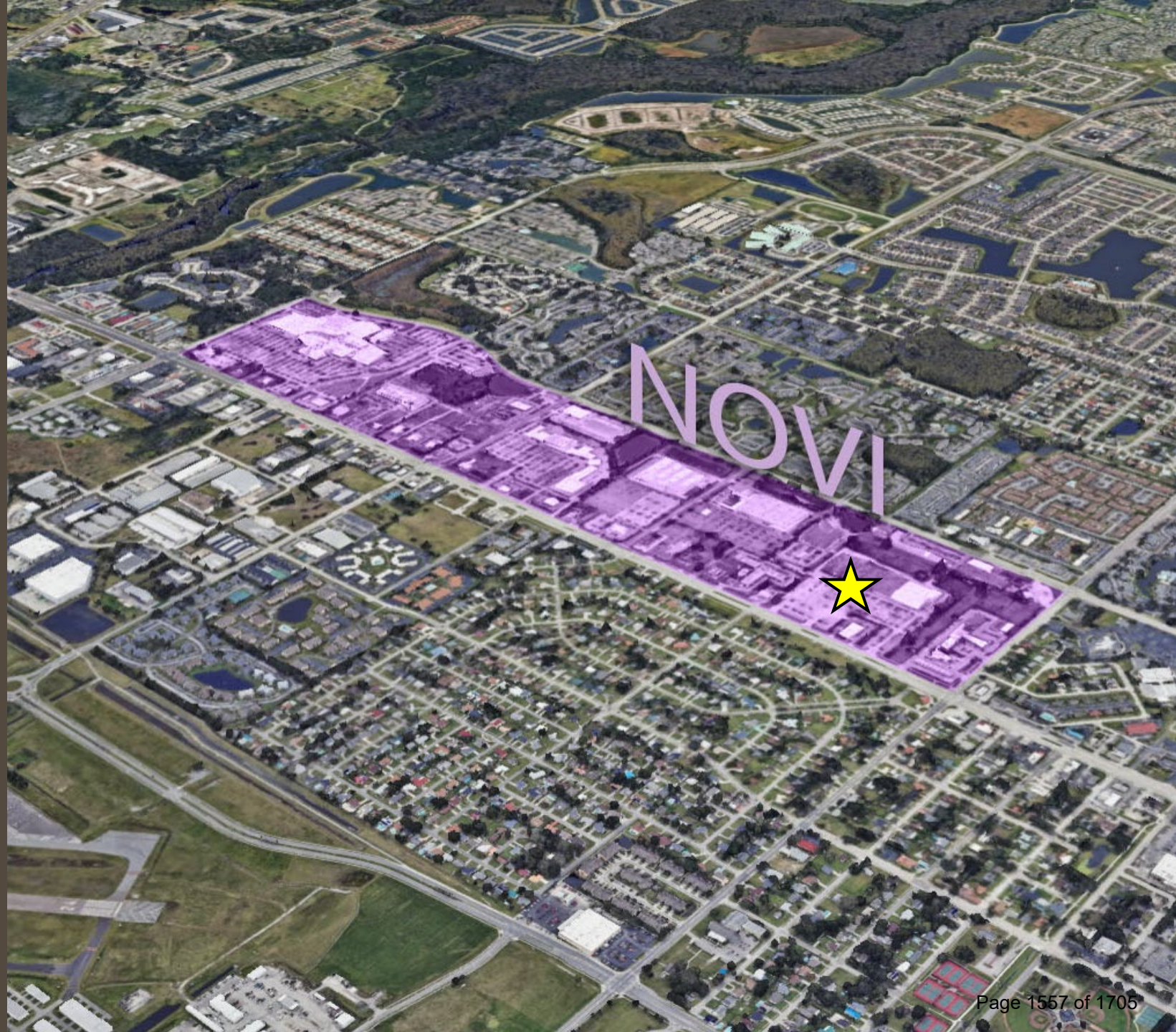


VINE STREET CRA

EDON
PARK

Guiding Principles

- Mixed-Used Developments
- Housing Diversity
- Increase Transportation choices
- Healthy Lifestyles
- Revitalization
- Vibrant Public spaces
- Green Infrastructure



EDON PARK

Site Conditions

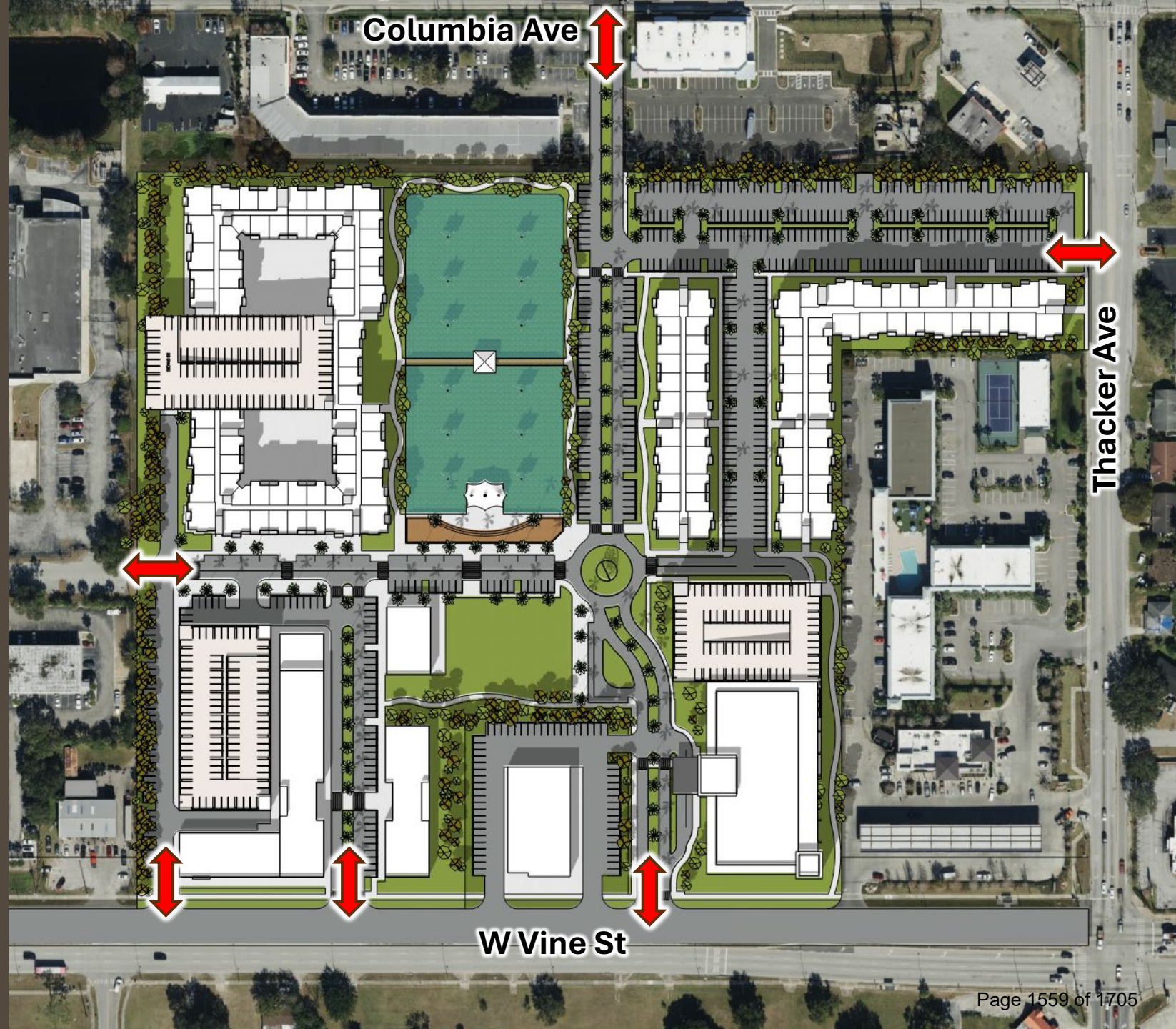
- Single Largest redevelopment site with in VSCRA
- Catalyst for new private sector investments
- City effort to move away from auto centric suburban development
- Support walking, biking, transit ridership



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Access

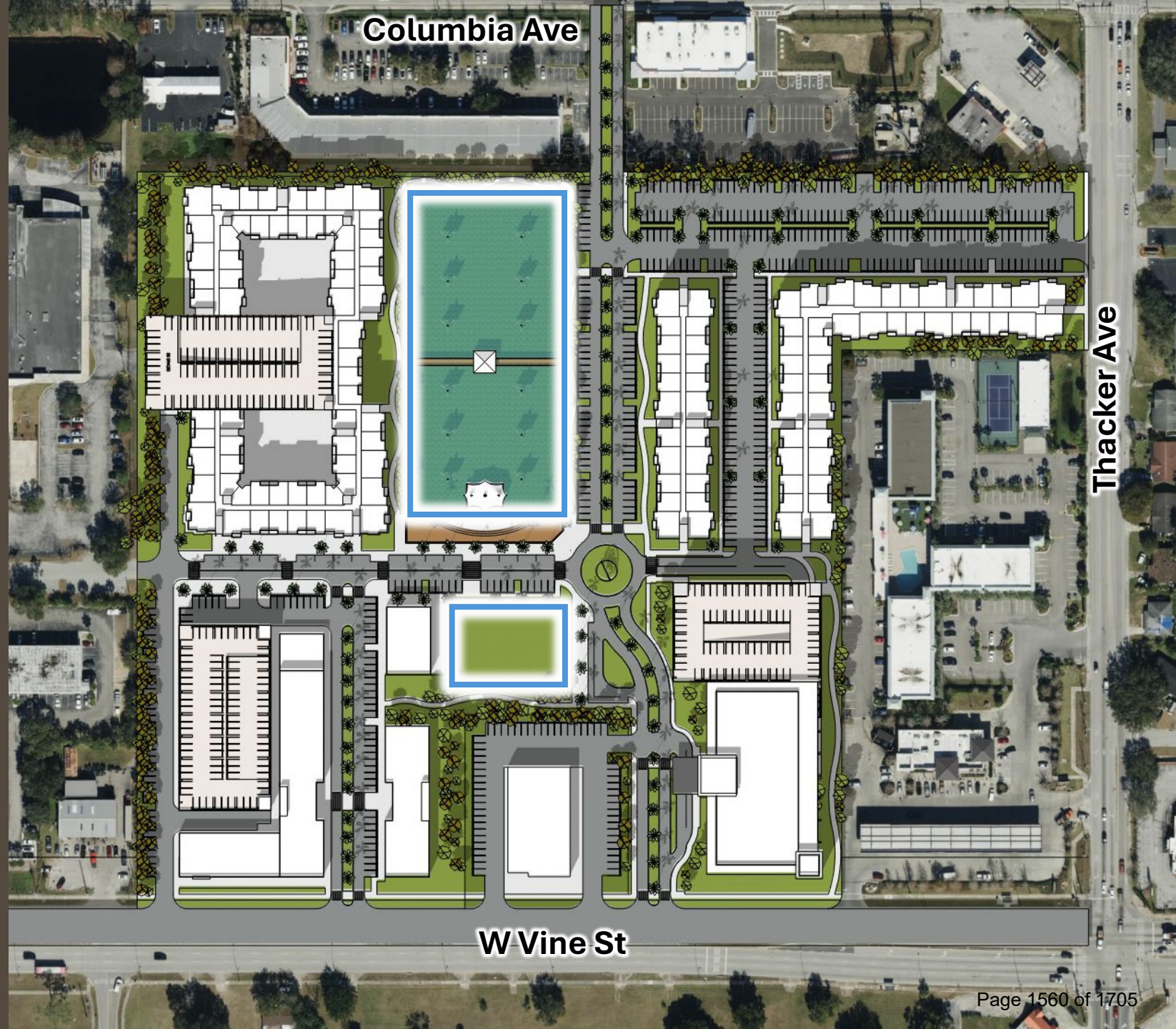
- Retain Existing Vine St. Access Points
- Extend grid to Columbia Ave and Thacker Ave
- Central Roundabout: Safer, Slower, Continuous flow
- Complete streets for vehicles, bikes and pedestrians



EDON PARK

Drainage

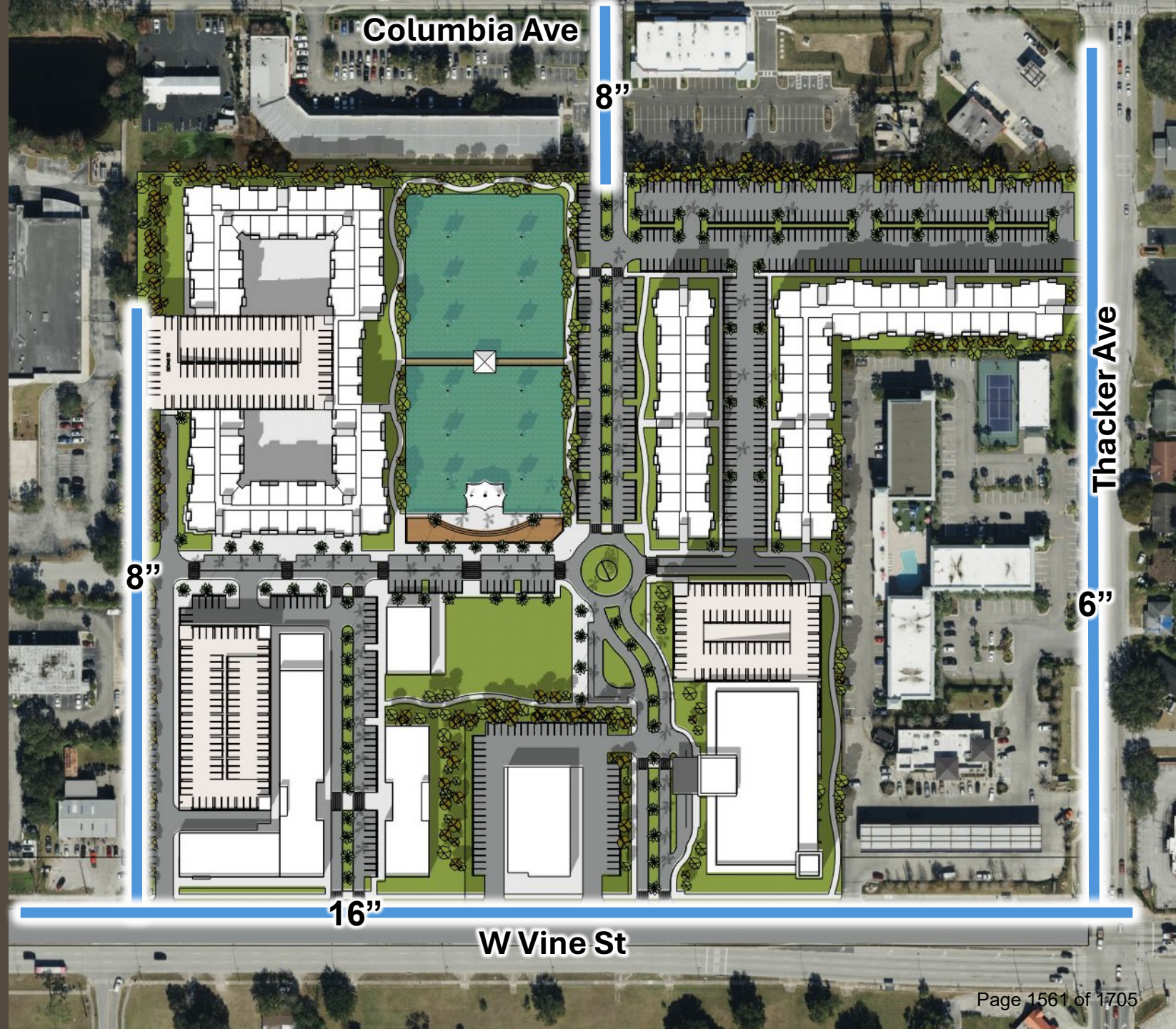
- Central Wet Pond With Trail and Event Lawn
- Underground Storage Under Lawn For Capacity and Pretreatment
- Meets New Statewide Stormwater Regulations



EDON
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Water

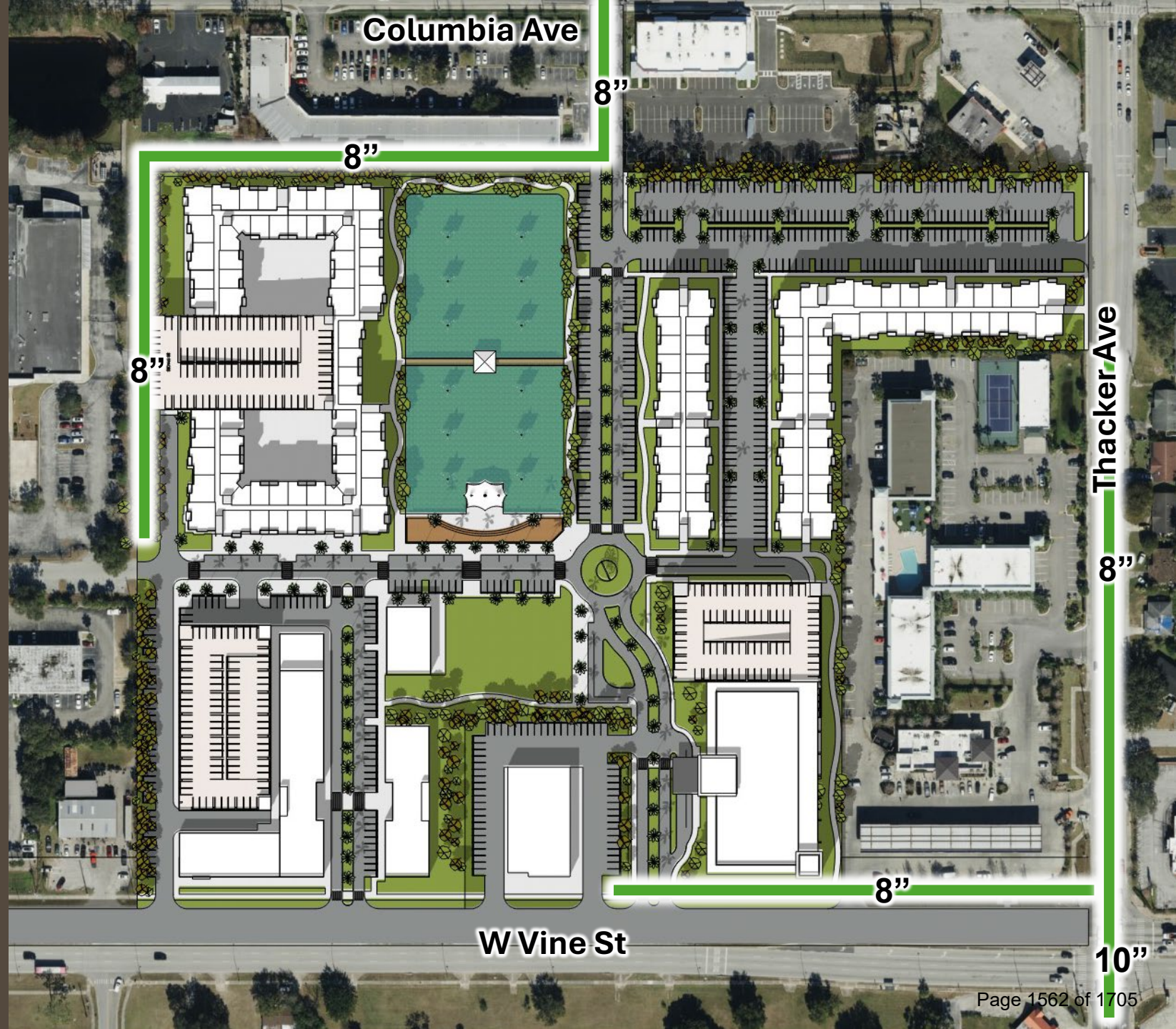
- Surrounding 6–16" mains
- Create Looped Internal System
- Multiple Tie-Ins = Capacity, Pressure and Redundancy
- No Off-Site Water Improvements Anticipated



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Wastewater

- Existing 8" Gravity Lines to North and Southeast
- Opportunity to Split Flows Between Two Systems
- Verify Depths → Avoid Lift Station
- Early Coordination with TWA



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VSCRA Vision

- Town Centered Style
- Wide & Shaded Walkways
- Gathering Spaces
- Urban Design Principles
- Contribution to the Vibrant Identify of the City



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Residential

- 600+ Living Units
- Tree Lined Pedestrian Paths
- Mixed Income Living
- 1 Inclusive Community



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Activated Green Space

- Public Arts
- Community Event Spaces
- Activated Green Spaces
- Food Truck Destination
- Farmer Market Lawn



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Mixed-Use

- Job Creation
- Increase Living Wages
- Retails that meets needs
- Beneficial Community Facility
- Multi-Modal Transportation



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Community Benefit

- Live Well Center
- Multi-Generational Activities
- Place Making Iconic Design
- Healthy Equity



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Central Destination

- Central Park w/ Pedestrian Path
- Stage for Live Events
- Cultural Activities
- City Hosted Traditions
- Creation of New traditions



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A MULTIFAMILY APARTMENTS
5 LEVELS
300 UNITS
69,453 SF(5) = 347,265 SF

B RETAIL/COMMERCIAL
TOTAL SF 41,653 SF

C RETAIL/COMMERCIAL
TWO LEVELS
TOTAL SF 30,000 SF

D RETAIL/COMMERCIAL
TOTAL SF 6,700 SF

E SPORTSPLEX
(Proposed Community Benefit)
TWO LEVELS OVER TWO PODIUM PARKING
36,700 SF/ LEVEL (2) = 73,400 SF SPORTSPLEX TOTAL
36,700 SF/ LEVEL (2) = 73,400 SF PARKING GARAGE

F MULTIFAMILY APARTMENTS
5 LEVELS
110 UNITS
23,457 SF(5) = 117,285 SF

G MULTIFAMILY APARTMENTS
5 LEVELS
210 UNITS
44,832 SF(5) = 224,160 SF

PARKING GARAGE BUILDINGS

1
6 LEVELS
528 SPACES
TOTAL SF 195,696 SF

2
4 LEVELS
376 SPACES
TOTAL SF 124,400 SF

3
6 LEVELS
535 SPACES
(239 FOR SPORTSPLEX, 296 FOR MULTIFAMILY)
TOTAL SF 226,658 SF

281 STREET PARKING SPACES

EDON PARK

Urban Destination

- Catalyst Redevelopment
- Mixed-Income Housing
- Interactive Lawn
- Urban Heartbeat
- Future-Focused Facilities
- Results Driven Approach



1,000+

Residents



80,000+ sf

Commercial



75,000 sf

Sports Facility



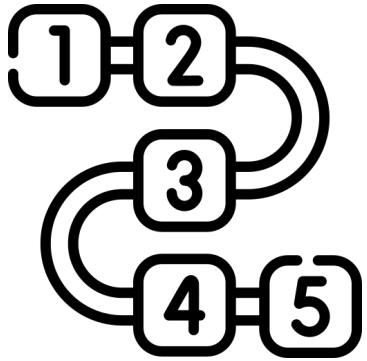
40,000 sf

Green Space

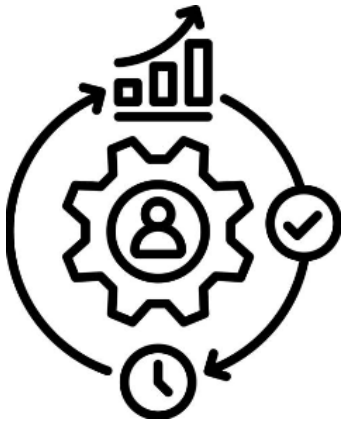
EDON PARK

Development Budget

- Acquisition
- Infrastructure
- Multifamily Development
- Commercial Leasing
- Sport / Multiplex
- Greenspaces



Financial Sequence



Operational Planning



Robust Financial Partners



Effective Capital Management

EDON PARK

Timeline

- Year 0
  - Initiation & Planning
- Year 1
  - Infrastructure Introduction
- Year 2
  - Dual Construction & Design
- Year 3 to 4
  - Seamless Completion

Year 0: P3 Agreement – Pre-Development

- Finalize site control (22 acres, Purchase-Option)
- Master Planning and community engagement
- Entitlements, zoning, and preliminary utility coordination
- Horizontal design and permitting for Phase I infrastructure
- Initiate architectural, engineering and construction for Multifamily Building (315 unit)

Year 1: Phase I (Complete)

- Complete Site Development Phase I
- Complete construction of **Multifamily Building I**
- Finalize A / E design and permitting for Phase II
- Early-stage financing and marketing for Phase II

Year 2: Phase II (Start)

- Complete Lease-Up of Multifamily Building I
- Begin Site Development II
- Vertical construction of **Multifamily Building II (315 Units)**
- Finalize design for Phase II commercial space (25,550 sf)
- Finalize programming & design for Sportsplex and public open spaces (Phase III)

Year 3: Phase II (Complete) + Phase III (Start)

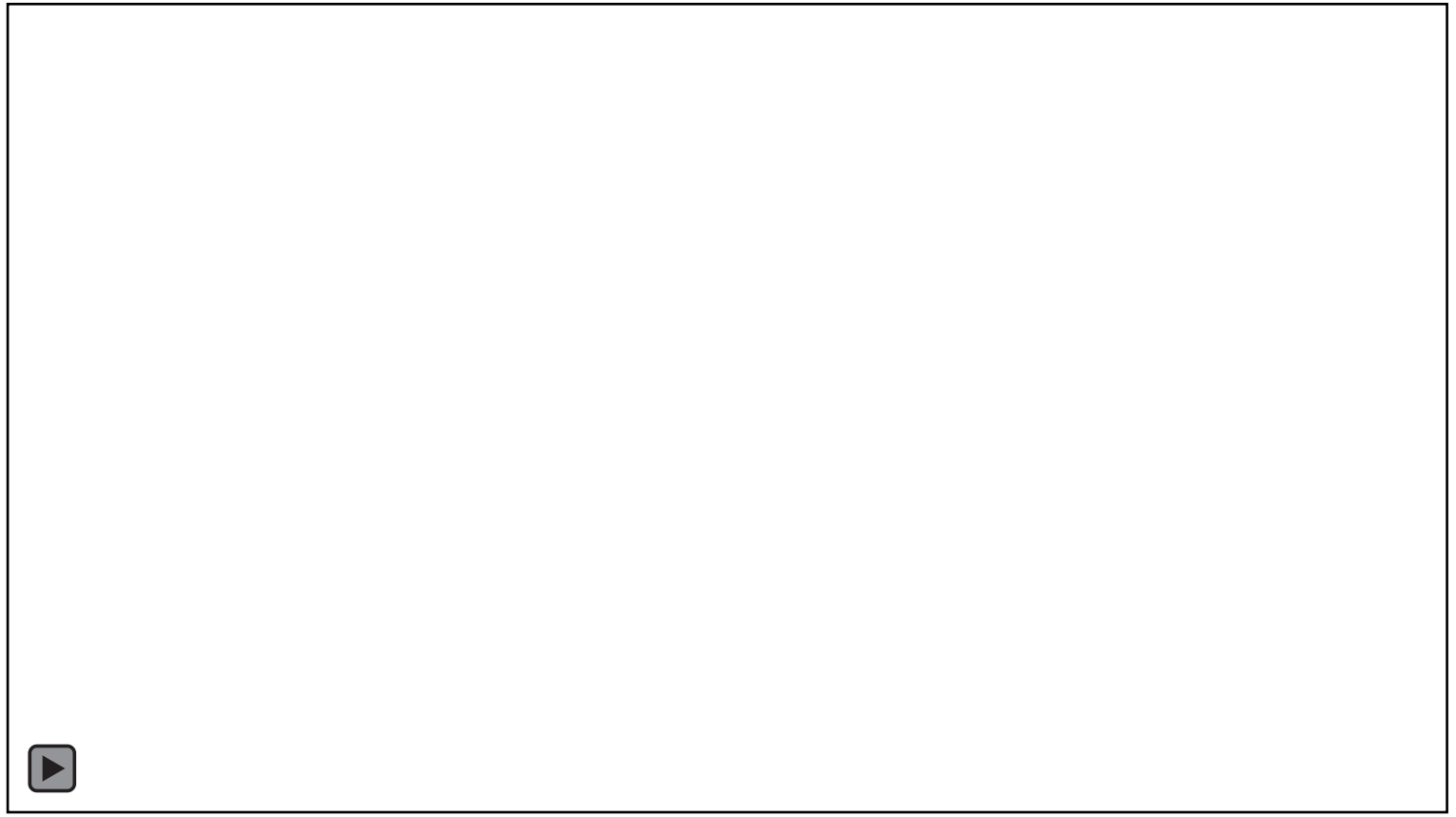
- Complete Lease-Up of Multifamily Building II
- Construction & tenant Phase II commercial space (25,550)
- Complete construction of **Sportsplex**
- Complete remaining **Phase III commercial space**
- Finalize outdoor spaces and pedestrian connectivity

Year 3.5: Phase III (Complete)

- Conduct tenanting, activation and grand opening events
- Deliver occupancy across 630 residential units & 51,100 of commercial space

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An Urban Destination Rooted in Legacy, Designed for Tomorrow



IN CLOSING

CapStrata GROUP OF COMPANIES

HEDRICK BROTHERS DEVELOPMENT

EDON

PARK

Kissimmee, FL

An Urban Destination Rooted in Legacy, Designed for Tomorrow

THANK YOU

RFQ2025-005

Kmart Site Redevelopment Project

City of Kissimmee Community Redevelopment Agency

CapStrata GROUP OF COMPANIES

HEDRICK BROTHERS DEVELOPMENT

QUESTIONS?

EDON PARK
Kissimmee, FL

CapStrata GROUP OF COMPANIES

HEDRICK BROTHERS DEVELOPMENT

ITEM 8.B
(VSCRA) Agreement with Cross Construction Services, Inc. for demolition of the former Big Lots and Kmart buildings at 2211 W. Vine Street.

Request

Approve the agreement with Cross Construction Services, Inc. (contract #20250410) for demolition services at 2211 W. Vine Street for an amount not to exceed $561,173.60, with authorization for the City Manager to add any alternates if required.

Explanation

The Vine Street Community Redevelopment Agency (VSCRA) requires demolition services, including debris disposal and site preparation, for the former Big Lots and Kmart property located at 2211 W. Vine Street. In 2020, the City of Orlando competitively bid and awarded Contract #IFB20-0448 to Cross Construction Services, Inc. On August 26, 2024, the City of Orlando exercised an option to extend this Master Contract for an additional twelve months under the same terms, conditions, and pricing.

Pursuant to Chapter 287, Florida Statutes, and Section 4.3.1.1 of the City's Purchasing Code, the VSCRA may procure goods and services through intergovernmental cooperative purchasing when it is in the VSCRA's best interest. Staff determined that leveraging the existing Orlando contract is both economically advantageous and efficient. Cross Construction Services has submitted a proposal (dated July 14, 2025) outlining the demolition scope of work, which includes:

- Demolition of masonry structures (slabs and footers to remain)
- Temporary fencing installation and rental

Add alternates:

- Concrete slab & foundation removal
- Imported fill dirt
- Seeding/overseeding
- Pre-demolition asbestos survey

The combined base scope and alternates total $561,173.60. Services will be performed in accordance with the agreement between the VSCRA and Cross Construction Services, Inc.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10722206-506393 10722206 506393	CR2505	Decrease Decrease	300,000 450,000	300,000 261,173.60

Financial Summary:

The VSCRA has programmed funds for this request in the Capital Improvement Plan in the Improvements Other Than Buildings account.

Recommendation

Approve the agreement with Cross Construction Services, Inc. for demolition services at 2211 W. Vine Street in an amount not to exceed $561,173.60, with authorization for the City Manager to approve add alternates if required, Contract # 20250410.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: David Rodriguez

Attachment(s):
1. (S) Agreement between VSCRA and CCS (Piggyback w. Orlando) signed by CCS

AGREEMENT BETWEEN
VINE STREET COMMUNITY REDEVELOPMENT AGENCY (VSCRA) AND
CROSS CONSTRUCTION SERVICES, INC (CCS)

THIS AGREEMENT is made this ___ day of _____, 2025 by and between the **VINE STREET COMMUNITY REDEVELOPMENT AGENCY (VSCRA)**, a Florida dependent special district, 101 Church Street, Kissimmee, Florida 34741, hereinafter "VSCRA" and **CROSS CONSTRUCTION SERVICES, INC. (CCS)** whose address is 25221 Wesley Chapel Blvd., Lutz, FL 33559 hereinafter "CONTRACTOR", collectively hereinafter referred to as "Parties," and each represents as follows:

WITNESSETH

WHEREAS, VSCRA is in need of professional services of CONTRACTOR to provide demolition work, including debris disposal and site grading; and

WHEREAS, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to 4.3.1.1 of the City of Kissimmee's Purchasing Code, VSCRA may procure goods and services from bids or proposals from any government subdivisions when it proves to be in the best interest of the VSCRA; and

WHEREAS, Pursuant to a competitive bidding and selection process, Bid Number #IFB20-0448, City of Orlando, Florida awarded Contract No. IFB20-0448 to CONTRACTOR on November 11, 2020 (hereinafter the "Master Contract") attached hereto as **Exhibit "A"** and made a binding part hereof; and

WHEREAS, on August 26, 2024, the City of Orlando and CONTRACTOR exercised an option to extend the Master Contract for an additional twelve (12) month period under the same terms, conditions, and pricing; and

WHEREAS, VSCRA has determined that the specifications in the Master Contract are similar in nature to the services required by VSCRA, and therefore it is economically advantageous and in the best interest of the VSCRA to enter into this Agreement with CONTRACTOR, who is certified and qualified to provide the necessary services required by VSCRA.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, each party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.

2. **MASTER CONTRACT**. The Parties hereto agree that the terms and conditions of the Contract Between City of Orlando and Cross Construction Services, Inc., entered into by City of Orlando, Florida and CONTRACTOR on November 11, 2020, are binding to the Parties hereto, unless otherwise agreed to herein, by this Agreement. The portions of the Master Contract not expressly modified by this Agreement shall have full force and effect upon the Parties hereto.

   Upon execution of this Agreement, all references made to "City of Orlando" or "City" in the Master Contract shall be interpreted as pertaining to the Vine Street Community Redevelopment Agency or "VSCRA".

3. **TERM.** The term of this Agreement shall begin upon execution by all Parties and continue through **November 10, 2025**, the date of expiration pursuant to the Renewal of the Master Contract.

4. **SCOPE OF SERVICES.** CONTRACTOR agrees to perform the services as described, and at the pricing outlined, in the "Proposal" attached hereto as **Exhibit "B."**

5. **PAYMENT.** Upon review and approval of CONTRACTOR'S invoice and verification that services have been rendered in conformity with this Agreement, the VSCRA shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until forty-five (45) days from the VSCRA'S receipt of the invoice.

6. **PUBLIC RECORDS.** CONTRACTOR acknowledges VSCRA's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, CONTRACTOR shall keep and maintain public records required by the VSCRA to perform the service.

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

   a. If VSCRA's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the VSCRA's Custodian of Records with a copy of

the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by VSCRA, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the CONTRACTOR does not transfer the records to VSCRA.

c. Upon completion of the contract, CONTRACTOR shall transfer, at no cost, to VSCRA all public records in possession of CONTRACTOR or keep and maintain public records required by VSCRA to perform the service for a period of four (4) years following completion of the contract. If CONTRACTOR transfers all public records to VSCRA upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VSCRA, upon request from the VSCRA's custodian of public records, in a format that is compatible with the information technology systems of VSCRA. Unless otherwise directed by VSCRA, all records will be transferred at the conclusion of the Agreement.

d. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to VSCRA's agreement for services, CONTRACTOR shall provide the records to VSCRA or allow the records to be inspected or copied within a reasonable time.

e. If CONTRACTOR does not comply with VSCRA's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the VSCRA.

f. If the CONTRACTOR fails to provide the public records to VSCRA within a reasonable time may be subject to penalties under Florida Statutes §119.10.

7. **NOTICE.** Any and all notices required to be furnished to VSCRA under this Agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

VSCRA: Vine Street Community Redevelopment Agency
Attn: Samia Singleton
101 Church Street

Kissimmee, FL 34741

Contractor: Cross Construction Services, Inc.
Attn: Zane Gilmore
25221 Wesley Chapel Blvd.
Lutz, FL 33559

8. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

9. **FOREIGN GIFTS AND CONTRACTS.** CONTRACTOR must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

10. **HUMAN TRAFFICKING.** CONTRACTOR shall provide VSCRA with an affidavit signed by an officer or representative of CONTRACTOR attesting, under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

11. **ENTIRE AGREEMENT**. This Agreement constitutes the complete, full, and wholly independent agreement among the Parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

(*Signature page to follow*)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective 12 day of SEPTEMBER, 2025.

CROSS CONSTRUCTION SERVICES, INC.

By: Zane Gilmore

Title: PROJECT MANAGER

Date: 9/12/2025

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 12 day of SEPTEMBER, 2025, by means of ☐ physical presence or ☐ online notarization, by ZANE GILMORE, as PROJECT MANAGER for **Cross Construction Services, Inc.**, a Florida corporation, who is personally known to me OR has produced _____ as identification.

Notary Seal:

Notary: Ann Dawson

Print Name: _____

My Commission Expires: _____

ANN MARIE DAWSON
Notary Public-State of Florida
Commission # HH 338253
My Commission Expires
March 30, 2027

VINE STREET COMMUNITY REDEVELOPMENT AGENCY

By: _____

Jackie Espinosa, Mayor - Chair

Date: _____

ATTEST:

_____

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____

Olga Sanchez de Fuentes, City Attorney

EXHIBIT “A”
MASTER CONTRACT

INVITATION TO BID

BID #IFB20-0448

FOR:
DEMOLITION OF RESIDENTAL & COMMERCIAL STRUCTURES TERM CONTRACT

CITY OF ORLANDO
400 SOUTH ORAGNE AVENUE – 4TH FLOOR
ORLANDO, FLORIDA 32801



CROSS CONSTRUCTION SERVICES, INC.
Asbestos License #CJC056725 - Certified General Contractor #CGC1505176
25221 Wesley Chapel Boulevard, Lutz, FL 33559
813/907-1013 - 813/907-0297 Fax

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Cross Construction Services Inc
25221 Wesley Chapel Blvd.
Lutz, FL 33559

as Principal, hereinafter called the Principal, and
Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Orlando
400 South Orange Avenue, 4th Floor
Orlando,FL 32801

as Obligee, hereinafter called the Obligee, in the sum of **TEN PERCENT OF THE AMOUNT BID----------Dollars($ 10%),**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project IFB20-0448 - Demolition of Residential and Commercial Structures - Term Contract

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **21** day of **September** , **2020** .

Tamara James
(Witness)

Sharon Council
(Witness)

Cross Construction Services Inc
(Principal) (Seal)

(Title) Ethan Tyler Lillibridge - Vice President

Western Surety Company
(Surety) (Seal)

Joseph W. LoPresti
(Title) Joseph W LoPresti,
Attorney-In-Fact & Florida Resident Agent
Brown & Brown of Florida, Inc. PO Box 173086
Tampa, FL 33672-1086 Inquires: 813-226-1322

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Joseph W. LoPresti, Mia Bush, Sheron R Cornell, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of October, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 23rd day of October, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of September 2020.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ATTACHMENT "A"

REVISED BID PRICE FORM

Bidder's Name:

Cross Construction Services, Inc.

REVISED BID PRICE FORM

You are invited to Bid on the following: IFB20-0448 Demolition of Residential and Commercial Structures

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

***Bidder must bid on all items. If an item is left blank the City will interpret this as no cost to the City.**

The quantities below are for bid evaluation purposes only and do not represent actual quanties that will be ordered by the City. ****ENTER UNIT PRICES AND FILL-IN BLANKS. DO NOT OTHERWISE ALTER THIS FORM.****

Item No.	Est. Quantity	Unit	Description	Unit Price	Total
			The Contractor shall furnish all labor, equipment, materials, and supervision necessary for the demolition (including removal and disposal of debris and grading) of residential and commercial structures as specified herein.		
			Demolition		
1.	100,000	Square Foot	Demolish predominantly wood frame structures per specifications.	$ 3.25	$ 325,000.00
2.	100,000	Square Foot	Demolish predominantly masonry structures per specifications.	$ 3.00	$ 300,000.00
3.	1,000	Cubic Yard	Fill dirt.	$ 8.50	$ 8,500.00
			Labor Rates for Additional Work – See Specification Section 5.0 G & H		
4.	80	Hour	Regular Labor Rate, per Hour	$ 45.00	$ 3,600.00
5.	20	Hour	Overtime Labor Rate, per Hour	$ 60.00	$ 1,200.00

			State days and hours below during which **regular time** will prevail: From: 7:00 a.m. To: 3:30 p.m. Days of the week: Monday thru Friday		
6.		HR	Additional Work Hour Rate See 5.0 H	$ 85.00	$ 85.00
7.	1,000	LF	Fencing Temporary Chain Link 6-Foot	$ 4.50	$ 4,500.00
8.	1,000	LF	Fencing Temporary Chain Link 6-Foot Rental Per Day.	$ 3.00	$ 3,000.00
9.	1	Each	Mobilization Fee	$ 600.00	$ 600.00
10.	1	SF	Seeding / Over-Seeding	$ 0.20	$ 0.20
11.	1	SF	Laying of Bahia Sod	$ 0.55	$ 0.55

GRAND TOTAL (ALL PAGES) $ 646,485.75

GRAND TOTAL IN WORDS six hundred forty-six thousand four hundred eighty-five dollars & 75/100.

Bidder Initials

1. FOB Point **Destination**

2. Discount Payment Terms (if any): -0- %, if paid within -0- days after receipt of invoice.

3. Is your company willing to accept the VISA ePayable solution for payment of all invoices?
X Yes ____ No

4. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award? X Yes ____ No

Recheck your quotations prior to submission. Bids may not be change

Mayor
Buddy Dyer

Chief Procurement Officer
David Billingsley, CPSM, C.P.M.

CITY OF ORLANDO
INVITATON FOR BIDS (IFB)

DATE OF ISSUE:	**Monday, August 24, 2020**
IFB DUE DATE:	**Thursday, September 24, 2020**
IFB DUE TIME:	**2:00 p.m., Local Time, City of Orlando, FL**
BID DELIVERY LOCATION:	**City of Orlando** **Procurement and Contracts Division** **400 South Orange Avenue, Fourth Floor** **Orlando, Florida 32801** ***Bid opening held Virtually via Zoom.***
IFB TITLE:	**DEMOLITION OF RESIDENTIAL AND COMMERCIAL STRUCTURES TERM CONTRACT**
IFB NO:	**IFB20-0448** ***(IFB NUMBER MUST BE PLACED ON FRONT OF ENVELOPE)***

THIS IS NOT AN ORDER

DIRECT ALL INQUIRIES TO:	**Silvia Coste, CPP, Purchasing Agent III** **Phone: (407) 246-2216** **Email: silvia.coste@orlando.gov**

BUSINESS NAME & ADDRESS

Cross Construction Services, Inc.
Business Name

24221 Wesley Chapel Blvd.
Address

Lutz, FL 33559
City, State, Zip

Ethan Tyler Lillibridge) 813-907-1013
Contact Person / Telephone Number

It is the intent and purpose of the City of Orlando that this Invitation for Bids promotes competitive bidding. It shall be the bidder's responsibility to advise the City's Procurement and Contracts Division at the address noted herein, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bids to a single source. Such notification must be submitted in writing and must be received by the Procurement and Contracts Division not later than ten (10) days prior to the bid closing date.

NON-MANDATORY
PRE-BID CONFERENCE ATTENDANCE NOTIFICATION:

A **Non-Mandatory** Pre-Bid Teleconference will be held **Thursday, September 3, 2020, at 10:00 a.m. Local Time**.

Please return this form by: Tuesday, September 1, 2020.

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
Telephone: (407) 246-2291
Fax: (407) 246-2869

PLEASE CHECK:

__x__ We plan to attend

Name of Representatives who will attend

1. Ethan Tyler Lillibridge
2. _____
3. _____

____ A list of questions or statements for discussion at the Pre-Bid Conference is attached. (Please use **"WRITTEN QUESTION(S) FORM"** as indicated in the Table of Contents).

____ We do not plan to attend, but will be submitting a response.

____ We do not plan to attend and will not be submitting a response because:

Cross Construction Services, Inc.

Signature

Vice President
Title

Cross Construction Services, Inc.
Name of Company

9/21/20
Date

BIDDER'S CERTIFICATION FORM:

I have carefully examined the Invitation for Bids, Instructions to bidders, General, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I certify under penalty of law that I understand, and shall comply with the terms and condition of the State of Florida Generic Permit for Stormwater Discharge from large and small construction activities and these Erosion and Sedimentation Specifications.

Cross Construction Services, Inc.
NAME OF BUSINESS

BY: _____
SIGNATURE

Ethan Tyler Lillibridge - Vice President
NAME & TITLE, TYPED OR PRINTED

25221 Wesley Chapel Blvd.
MAILING ADDRESS

Lutz, FL 33559
CITY, STATE, ZIP CODE

(813) 907-1013
TELEPHONE NUMBER

(813) 907-0297
FAX NUMBER

tyler.l@myccsfl.com
E-MAIL ADDRESS

State of Florida
County of Pasco

Sworn to (or affirmed) and subscribed before me this 21st day of September, 2020, by Ethan Tyler Lillibridge

Tamara James TamaraJames
Signature of Notary

Notary Public, State of Florida

Personally Known
-OR-
Produced Identification _____

TAMARA JAMES
Commission # GG 231809
Expires August 24, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

Type: _____

Company Tax ID # 59-3423008
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB20-0448, DEMOLITION OF RESIDENTIAL AND COMMERCIAL STRUCTURES TERM CONTRACT

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

SIGNATURE

Ethan Tyler Lillibridge - V.P.
NAME & TITLE, TYPED OR PRINTED

Cross Construction Services, Inc.
NAME OF BUSINESS

25221 Wesley Chapel Blvd.
MAILING ADDRESS

Lutz, FL 33559
CITY, STATE, ZIP CODE

PHONE: (813) 907-1013

FAX: (813) 907-0297

E-MAIL: tyler.l@myccsfl.com

State of Florida
County of Pasco

Sworn to (or affirmed) and subscribed before me this 21st day of September, 2020, by

Tamara James
Signature of Notary

Notary Public, State of Florida

Personally Known (circle if applicable)

-OR-

Produced Identification :

Type of Identification:

TAMARA JAMES
Commission # GG 231809
Expires August 24, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: ✓ Secondary Supplier: ____

This contract is for: All Item Numbers: ✓

INITIAL CONTRACT TERM: 11-11-2020 to 11-10-2021

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA

By:
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: November 11, 2020

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

Assistant City Attorney
ORLANDO, FLORIDA

Date: November 11, 2020

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. **COMPANY NAME:** Cross Construction Services, Inc.
   Address of Principal Place of Business: 25221 Wesley Chapel Blvd.
   City/State/Zip: Lutz, FL 33559
   Phone: 813-907-1013 Fax: 813-907-0297
   Name of primary Contact : Ethan Tyler Lillibridge Email: tyler.l@myccsfl.com

2. **TYPE OF ORGANIZATION:**
   _____ Sole Proprietorship _____ Partnership _____ Non-Profit
   _____ Joint Venture __X__ Corporation _____ Other: _____

   State of Formation: Florida Federal ID # 59-3423008 DUNS # 806272246
   (The City only requires a Federal Tax ID Number, not a Social Security number.

3. **EMERGENCY CONTACT PERSON:** Ethan Tyler Lillibridge
   Phone: 813-907-1013 Fax: 813-907-0297 Cell: 813-210-4370

4. **INSURANCE COMPANY NAME:** Brown & Brown Insurance
   Agent Contact: Mia Busch Phone: 813-226-1300

5. **EXPERIENCE:**
   A. Years in business: 24
   B. Years in business under this name: 24
   C. Years performing this type of work: 24

6. **SUBCONTRACTORS - for informational purposes only:** If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

   Name of subcontractors to be utilized and type of work:

Name	Type of Work	M/WBE City Certified? (Y or N)	VBE Certified? (Y or N)
ACE Staffing	Labor	Y	N
Siboney Contracting	Hauling	Y	N

7. LOCAL SERVICE FACILITY, IF APPLICABLE:

A. Name of local service center: N/A

B. Address of local service center: N/A

C. County local service center is located in: N/A

D. Contact: N/A Telephone number: N/A

8. RECYCLED CONTENT:

A. Percentage of recycled material contained in the product: 60 %

B. Is your product packaged/shipped in material containing recycled content? Yes _____ No X

C. Is your product recyclable after it has reached its intended end use? Yes X No _____

9. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years.

Reference #1:

Name: FDOT - District 2 - Term Contract

Address: 1109 S. Marion Avenue, Lake City, FL

Telephone No.: 386-961-7476 Fax No.: 386-961-7527

Contact: Julie Bassett

E-mail: julie.bassett@dot.state.fl.us

Project/Contract Title: District wide Demolition & removal services.

Project/Contract Number: D0309

Project/Contract Amount: $1,500,000.00

Substantial Completion Date or Percent Complete: June 2023

Reference #2:

Name: FDOT - District 1 - Term Contract

Address: 801 N. Broadway Avenue, Bartow, FL

Telephone No.: 863-519-2300 Fax No.: 863-534-7168

Contact: Julia Godwin

E-mail: julia.godwin@dot.state.fl.us

Project/Contract Title: District wide asbestos survey's, asbestos removal & demolition Services

Project/Contract Number: BE733

Project/Contract Amount: $200,000.00

Substantial Completion Date or Percent Complete: July 2027

Reference #3:

Name: Oxford Properties, LLC
Address: 3284 Northside Parkway, N.W. Suite 150, Atlanta, GA
Telephone No.: 770-818-4050 Fax No.:
Contact: Walt Fraizer
E-mail: wfraizer@oxford-properties.com
Project/Contract Title: Maitland Shores Structural Demolition.
Project/Contract Number:
Project/Contract Amount: $420,443.00
Substantial Completion Date or Percent Complete: 7/2017 100%

Reference #4:

Name: Suncoast Team Services
Address: 5180 113th Avenue N., Clearwater, FL
Telephone No.: 727-561-0764 Fax No.: 727-571-3773
Contact: Bill Mussler
E-mail: bmussler@suncoastservices.com
Project/Contract Title: Courtesy Toyota Showroom, Demolition of Structures & Foundations.
Project/Contract Number:
Project/Contract Amount: $205,000.00
Substantial Completion Date or Percent Complete: 12/2017 100%

Reference #5:

Name: Reno Building
Address: 500 N. Willow Avenue #104, Tampa, FL
Telephone No.: 813-885-7366 Fax No.: 813-770-4846
Contact: Christina Steger
E-mail: christina@renobuilding.com
Project/Contract Title: Berkley Preparatory School, Demolition / Lead / Asbestos.
Project/Contract Number:
Project/Contract Amount: $235,000.00
Substantial Completion Date or Percent Complete: 5/2017 100%

WRITTEN QUESTION(S) FORM:



Any questions relative to interpretation of specifications or the solicitation process must be addressed to the City in writing. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Written questions must be received at least ten (10) days prior to the solicitation due date. Written questions received within ten (10) days of the solicitation due date will not be responded to. Please submit all questions to the Purchasing Agent as identified in this Invitation for Bids. This form is provided for your convenience, however, emails to the Purchasing Agent are acceptable.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

SOLICITATION NUMBER: IFB20-0448 **DATE SUBMITTED:** 9/24/20

SOLICITATION TITLE: DEMOLITION OF RESIDENTIAL AND COMERCIAL STRUCTURES TERM CONTRACT.

COMPANY NAME: Cross Construction Services, Inc.

ADDRESS: 25221 Wesley Chapel Blvd.

CITY: Lutz **STATE:** FL **ZIP:** 33559

CONTACT NAME: Ethan Tyler Lillibridge **PHONE:** 813-907-1013

1. _____

2. _____

3. _____

4. _____

5. _____

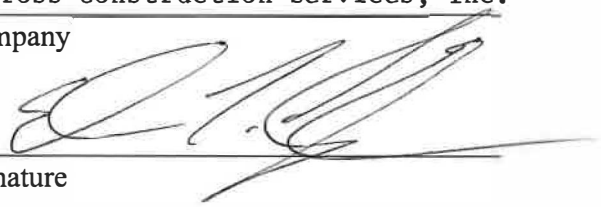
ADDENDUM ACKNOWLEDGMENT FORM:

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No.	ONE	Dated	9/17/20
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	

Failure to submit acknowledgment of any Addendum that affects the Bid prices is considered a major irregularity and will be cause for rejection of the bid.

Cross Construction Services, Inc.
Company



Signature

Ethan Tyler Lillibridge - Vice President
Title

CITY OF ORLANDO

DATE 9/17/2020

TO: **All Bidders**

FROM: Silvia Coste, CPP, Purchasing Agent III
Procurement and Contracts Division

SUBJECT: Demolition of Residential and Commercial Structures
Transmittal of Addendum Number One (1)
IFB20-0448

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

A. REVISIONS TO SOLICITATION:

The Bid Price Form has been revised. See **ATTACHMENT "A" REVISED BID PRICE FORM.**

B. WRITTEN QUESTIONS RECEIVED AND ANSWERS:

Question No. One (1):
Bid form item #8: Please clarify how much fencing is going to be used for the daily rate.

Answer No. One (1):
For consistency purposes, 1000 LF will be utilized for the per day rental rate for temporary fencing. See **ATTACHMENT "A" REVISED BID PRICE FORM.**

Question No. Two (2):
Bid form item #9: Please confirm the mobilization is only applied if staging has occurred and the job gets canceled.

Answer No. Two (2):
The mobilization fee is only to be utilized should demolition staging take place and for unforeseen circumstances the demolition ceases or is cancelled. The mobilization fee shall not exceed $2,000.

Question No. Three (3):
What happens if the MWBE goal is not met, but we've made a good-faith effort?

Answer No. Three (3):
If a Contractor fails to meet the goals as established in this document, the Contractor must provide the previously listed "good faith" information (including the Letter of Intent) at the time that the bids are opened; if the Contractor meets the goals as listed, he

must submit a Letter of Intent, signed by an authorized agent of the Contractor, at the time of the bid opening (see paragraph 8 of Part II for further information).

While no Contractor shall be found to be in non-compliance solely on account of failure to meet the MBE/WBE goals, Contractors which fail to achieve the goals and fail to make good faith efforts to achieve the goals may have their bids rejected as non-responsive, have bid award rescinded or may have other penalties imposed pursuant to Chapter 57.

The Compliance Official will review the documentation presented by the Contractor for compliance with this document and Chapter 57. Minority Business Enterprise and Women Business Enterprise Subcontractors listed by the Contractor in the Letter of Intent cannot be changed by the Contractor without the prior written approval of the Compliance Official.

Question No. Four (4):
Can we have copy of the pre-bid meeting minutes?

Answer No. Four (4):
There are no minutes taken for pre-bid meetings.

Question No. Five (5):
Cost of disposal of the asbestos will be paid by Asbestos contractors?

Answer No. Five (5):
This will be the responsibility of the awarded vendor.

Question No. Six (6):
Asbestos, will be removed and disposed by the asbestos contractor?

Answer No. Six (6):
This will be the responsibility of the awarded vendor.

Question No. Seven (7):
Asbestos permit will be pull by the asbestos contractor?

Answer No. Seven (7):
This will be the responsibility of the awarded vendor.

Question No. Eight (8):
Demolition of all the items found with asbestos will be by the asbestos contractor?

Answer No. Eight (8):
This will be the responsibility of the awarded vendor.

Question No. Nine (9):
Do we need to have asbestos license to participate on this bid?

Answer No. Nine (9):
The awarded vendor should either have a license to perform asbestos mitigation or access to an asbestos contractor that can perform the work per the contract. This will be the awarded vendor's responsibility.

Question No. Ten (10):
The Size of the demolition is very important to determine the Bid, can we do the bid based on residential up to 1,000 SF., from 1,000 to 2,000 SF and from 2,000 SF and up? The same will be similar escalation for commercial.

Answer No. Ten (10):
Past experience has shown that a majority of our demolition properties are for residential properties. However, it should be reviewed on a case by case basis.

Question No. Eleven (11):
Could you give us samples of the previous term contracts projects that were demoed? By sample means: size of the property, location.

Answer No. Eleven (11):
Previous contracts have shown that we perform 15-20 demolitions per year. The large majority of demolitions are single family residences. The demolitions are throughout the City of Orlando.

Question No. Twelve (12):
Will the utilities be turn off by the City, the capping of the sewer and water lines will be by the city as well?

Answer No. Twelve (12):
All required permits will be the responsibility of the awarded vendor. The City can assist with the permitting process and utilities.

Question No. Thirteen (13):
Project requires to begin in five days, is permitting helping to release these permits ASAP

Answer No. Thirteen (13):
All required permits will be the responsibility of the awarded vendor. The City can assist with the permitting process and utilities. If an immediate emergency, vendor will work closely with Code Enforcement Division Manager or designated staff.

Question No. Fourteen (14):
The existing accessories structures on the site will be demoed as an additional SF price or it will be on time and Material?

Answer No. Fourteen (14):
Accessory structures will be discussed with Code Enforcement Division Manager or designated staff prior to commencement of demolition and estimate

Question No. Fifteen (15):
The section of the asbestos removal is not clear, please clarify: Are we to price asbestos abatement in the case is found? If so, please let us know how to address the pricing of this specialty rate in the bid form.

Answer No. Fifteen (15):
The awarded vendor will discuss demolition projects prior to commencement. If asbestos concerns are noted and or found, vendor should contact Code Enforcement Division Manager or designated staff. Demolition estimates are provided prior to commencement and if additional asbestos work is required a revised estimate or invoice would be required and discussed at that time.

Question No. Sixteen (16):
Is the City of Orlando in charge of the watering of the seeds or sod? If not, please provide a watering schedule.

Answer No. Sixteen (16):
Sodding or seeding will be a requirement of the demolition and engineering permit. The final approved inspection for meeting these requirements are the responsibility of the awarded vendor.

Question No. Seventeen (17):
Is there an item in the bid form where the supervision is to be presented?

Answer No. Seventeen (17):
The Contractor shall furnish all labor, equipment, materials, and supervision necessary for the demolition (including removal and disposal of debris and grading) of residential and commercial structures as specified.

Question No. Eighteen (18):
In the case of finding fuel tanks, including propane, please provide a specialty rate fort his items in the bid form.

Answer No. Eighteen (18):
Pricing for these items have been identified on pricing bid form. If scenario described above occurs, awarded vendor should contact Code Enforcement Division Manager or designated staff.

FINAL COMMENT: Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received within 10 days of the Bid Opening date will not be given any consideration. Firms are reminded to review the original solicitation and all subsequent Addenda issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

SIGNATURE PAGE

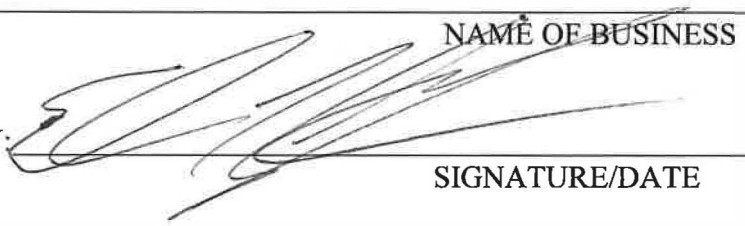
Bidders are asked to acknowledge receipt of this Addendum Number One (1) by completing the information requested below and submitting this information with their Bid. Failure to do so may subject the Bidder to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Cross Construction Services, Inc.

NAME OF BUSINESS

BY:  9/21/20

SIGNATURE/DATE

Ethan Tyler Lillibridge - Vice President

NAME & TITLE, TYPED OR PRINTED

25221 Wesley Chapel Blvd.

MAILING ADDRESS

Lutz, FL 33559

CITIES, STATE, ZIP CODE

(813) 907-1013 FAX - 813-907-0297

AREA CODE WITH TELEPHONE and FAX NUMBERS

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: Cross Construction Services, Inc.

Certification Number: N/A

Expiration Date: N/A

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

LETTER OF INTENT

[*Instructions* Contractor shall place the following, in substantially the same form as provided below on their letterhead. In the event a Contractor fails to meet the MBE/WBE percentage goals and minority and female workforce as required by the attached documents, the Contractor shall complete and submit this Letter of Intent AT BID OPENING and shall provide evidence of a good faith effort as required by the "City of Orlando Construction Contract Bid Specifications Minority and Women-Owned Enterprise Participation, and Minority and Female Workforce percentages". Once the bids are opened, the Letter of Intent must be signed by the MBE/WBEs and returned to the Minority Business Enterprise Division no later than two days after bid opening.]

Dear Compliance Official:

I Cross Construction Services, Inc have entered into an agreement(s) with the following Minority
(Name of Contractor)
and/or Women-Owned Business Enterprise(s) to do the following work for the listed, total contract amounts.

1) N/A
(MBE/WBE)

(Scope of Work)

(Subcontract Price)

(NOTE: Extend list for additional MBE/WBE(s) as needed)

The total percentage of the Contract being performed by MBEs -0- %
The total percentage of the Contract being performed by WBEs -0- %

The total dollar amount of contracts being performed by MBEs $ -0-
The total dollar amount of contracts being performed by WBEs $ -0-

The total percentage of the workforce or employment being performed by minorities -0- %
The total percentage of the workforce or employment being performed by females -0- %

I understand that I shall not be allowed to substitute or change MBE/WBE Subcontractors nor their scope of work nor the percentage of work performed by them, without the express prior approval of the Compliance Official.

[X] **I was unable to meet the MBE and/or WBE goals on the project. My "good faith" effort documentation is attached to this letter.**

9/21/20
Authorized Agent of Contractor (must be signed) Date
Ethan Tyler Lillibridge - Vice President

N/A N/A
Authorized Agent of MBE/WBE Date
(must be signed within two (2) days after bid opening

SUPPLEMENTARY CONDITIONS
2.26.20

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CROSS CONSTRUCTION SERVICES, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
25221 WESLEY CHAPEL BLVD

Requester's name and address (optional)

6 City, state, and ZIP code
LUTZ, FL 33559

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 3 4 2 3 0 0 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ Tamara James | **Date** ▶ 9/21/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Brown & Brown of Florida, Inc.
P.O. Box 173086
Tampa, Florida 33672
(813) 226-1300
(813) 226-1313 Fax

September 21, 2020

City of Orlando
400 South Orange Avenue, Fourth Floor
Orlando, FL 32801

RE: Cross Construction Services, Inc.
Bid #IFB20-0448 – Bidding 9/24/2020 at 2:00pm

To Whom It May Concern:

Brown & Brown of Florida, Inc. is the Bonding Agent for Cross Construction Services, Inc. We have placed their Contract Bonds since 1992.

Cross Construction Services, Inc. qualifies for a bond line consisting of a $2,000,000 single project limit with a $4,000,000 aggregate.

Western Surety Company, the Surety, has an A.M. Best Rating / Financial Size Category of A, XIV (07/14/2020). They are listed with the Department of Treasury to write bonds up to $156,025,000.00 (07/01/2020) and are licensed to operate in Florida under a Certificate of Authority.

Cross Construction Services, Inc. is in good standing with Western Surety Company.

We value our relationship with Cross Construction Services, Inc. Please let us know if we can be of further assistance.

Sincerely,

BROWN & BROWN OF FLORIDA, INC

Joseph W. LoPresti

Joseph W. LoPresti
Vice President &
Bond Department Manager

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mia Bush	
Brown & Brown of Florida, Inc. P.O. Box 173086 Tampa FL 33672	PHONE (A/C, No, Ext): (813) 226-1337	FAX (A/C, No): (813) 226-1313
	E-MAIL ADDRESS: mbush@bbtampa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great Divide Insurance Company	25224
INSURED Cross Construction Services, Inc. Cross Construction Company, Inc. 25221 Wesley Chapel Blvd Lutz FL 33559-7201	INSURER B: Nautilus Insurance Company	17370
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2020-2021 Standard **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER			GLP200797117	03/01/2020	03/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OPAGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP200797317	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			FFX200797617	03/01/2020	03/01/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA200797417	03/01/2020	03/01/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Pollution Liabilty			CCP200797217	03/01/2020	03/01/2021	Each Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: For Bid Purposes ONLY

CERTIFICATE HOLDER

Cross Construction Services, Inc.
25221 Wesley Chapel Blvd.
Wesley Chapel FL 33559

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00204038

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown of Florida, Inc.	Cross Construction Services
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

CROSS CERTIFICATE ATTACHMENT

Coverage Form
General Liability coverage form CG0001 applies.

Additional Insured
Certificate Holder is a General Liability, Pollution Liability Additional Insured and an Auto Liability Designated Insured, when required by written contract prior to the loss.

Primary / Non-Contributory Additional Insured
Primary and non-contributory General Liability, Pollution Liability, Auto Liability & Excess Liability Additional Insured, provision applies, when required by written contract prior to the loss.

Per Project General Aggregate
General Liability Per Project General Aggregate applies when required by written contract prior to the loss.

Contractual Liability
General Liability and Auto Liability Insured Contract contractual liability provisions apply.

Separation of Insureds
General Liability and Auto Liability Separation of Insureds provisions apply.

Waiver of Subrogation
Waiver of Transfer Of Rights Of Recovery Against Others To Us provision as respects General Liability, Auto Liability, Pollution Liability and Workers Compensation applies in favor of Certificate Holder, when required by written contract prior to the loss.

Excess Liability Underlying Insurance
Excess Liability schedule of underlying insurance includes General Liability, Auto Liability, Pollution Liability and Workers Compensation Employers Liability

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CROSS CONSTRUCTION SERVICES

25221 Wesley Chapel Blvd.
Lutz, Florida 33559
Phone: (813) 907-1013 • Fax: (813) 907-0297

Office Location and General Information

Cross Construction Services, Inc., is a certified asbestos abatement contractor and a certified building and general contractor. CCS is located just off Interstate 75 in Lutz, FL with a 20,000 SF office/warehouse. CCS can mobilize from this location and work the entire southeast United States. Cross Construction currently has 105 employees of which 67 are certified asbestos technicians.

Russell "Rusty" E. Arney, President/Owner (e-mail address ccsrusty@aol.com) all project managers can be reached at our toll free telephone number 866/907-1013 and fax 813/907-0297.

We coordinate our projects according to EPA regulations, project size/crew size, equipment needed, etc. and can mobilize to emergency situations in a matter of hours.

All of our management and supervisors are manned with cell phones communication equipment and are available 24 hours a day.

Project Manager contact information:

Ethan "Tyler" Lillibridge – Vice President	tyler.l@myccsfl.com	813/210-4370
Skip Johnson – Project Manager	skip@myccsfl.com	813/997-2600
Zane Gilmore – Sr. Project Manager	zane@myccsfl.com	813/997-2095
Pete Swyryd – Project Manager	pete@myccsfl.com	813/918-5987
Carlos Castro – Project Manager	carlos@myccsfl.com	813/714-4759

25221 Wesley Chapel Boulevard
Lutz, Florida 33559
Phone (813) 907-1013 • Fax (813) 907-0297

CROSS CONSTRUCTION SERVICES, INC.

CROSS CONSTRUCTION SERVICES, INC., offers contracting experience and expertise at a significant value. When in need of asbestos or lead abatement, indoor air quality, general construction and demolition services, you can count on the quality, performance and reputation of Cross Construction. We offer clients:

- Experience in contracting since 1978
- Longevity – Oldest, continuously operating asbestos abatement company in Florida
- Quality Management (in place since inception)
- Strong compliance safety program
- FEI #59-3423008
- Over $7,000,000.00 owned equipment and vehicle inventory custom designed specifically for demolition, asbestos and lead abatement
- Consistent, well-trained and certified workforce
- Superior liability program
- Vast experience in general construction
- Value Engineering analysis
- Complete and total demolition
- Interior/Selective demolition
- Drug-Free Workplace

Cross Construction Services performs hundreds of abatement/remediation and demolition projects per year. After you review the following information we hope you conclude we are the "right" company to perform contracting services for you.

PASCO COUNTY BUSINESS TAX RECEIPT

2020
Expires September 30th

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

ACCOUNT #:: 44523

SIC CODE: 1541.00

CROSS CONSTRUCTION SERVICES INC

25221 WESLEY CHAPEL BLVD
LUTZ, FL 33559-7201

TYPE OF BUSINESS
BUILDING CONTRACTOR

STATE LICENSE #
CBC059838

OWNER/QUALIFYING AGENT
ARNEY RUSSELL E

LOCATION ADDRESS:
25221 WESLEY CHAPEL BLVD
LUTZ, FL 33559-7201

DATE	RECEIPT	AMOUNT
07/26/2019	19-1-118707	76.25

PASCO COUNTY BUSINESS TAX RECEIPT

2020
Expires September 30th

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

ACCOUNT #:: 23242

SIC CODE: 1795.00

CROSS CONSTRUCTION SERVICES INC

25221 WESLEY CHAPEL BLVD
LUTZ, FL 33559-7201

TYPE OF BUSINESS
DEMOLITION

STATE LICENSE #
CGC1505176

OWNER/QUALIFYING AGENT
LILLIBRIDGE ETHAN T, ARNEY RUSSEI

LOCATION ADDRESS:
25221 WESLEY CHAPEL BLVD
LUTZ, FL 33559-7201

DATE	RECEIPT	AMOUNT
07/26/2019	19-1-118707	56.25

PASCO COUNTY BUSINESS TAX RECEIPT

2020
Expires September 30th

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

ACCOUNT #:: 40752

SIC CODE: 1541.01

CROSS CONSTRUCTION SERVICES INC

25221 WESLEY CHAPEL BLVD
LUTZ, FL 33559-7201

TYPE OF BUSINESS
ASBESTOS CONTRACTOR

STATE LICENSE #
CJC056725

OWNER/QUALIFYING AGENT
ARNEY RUSSELL E

LOCATION ADDRESS:
25221 WESLEY CHAPEL BLVD
LUTZ, FL 33559-7201

DATE	RECEIPT	AMOUNT
07/26/2019	19-1-118707	50.00

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONTRACTOR HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

ARNEY, RUSSELL E.

25221 WESLEY CHAPEL BLVD.
LUTZ FL 33559

LICENSE NUMBER: CJC056725

EXPIRATION DATE: NOVEMBER 30, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

CROSS CONSTRUCTION SERVICES, INC.

ARNEY, RUSSELL E
25221 WESLEY CHAPEL BLVD
LUTZ FL 33559

LICENSE NUMBER: ZA0000282

EXPIRATION DATE: NOVEMBER 30, 2021

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ARNEY, RUSSELL E

CROSS CONSTRUCTION SERVICES INC
25221 WESLEY CHAPEL BLVD
LUTZ FL 33559

LICENSE NUMBER: CBC059838

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LILLIBRIDGE, ETHAN TYLER

CROSS CONSTRUCTION SERVICES INC
30977 SATINLEAF LANE
WESLEY CHAPEL FL 33543

LICENSE NUMBER: CGC1505176

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD REMEDIATOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

ARNEY, RUSSELL E

25221 WESLEY CHAPEL BLVD
LUTZ FL 33559

LICENSE NUMBER: MRSR416

EXPIRATION DATE: JULY 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

United States Environmental Protection Agency

This is to certify that

Cross Construction Services, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires June 14, 2021

LBP-1889-1

Certification #

January 24, 2018

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT **Ethan Tyler Lillibridge**
DBA **Cross Construction Company Inc**

STATE CERT # **I-CGC1505176**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED LIABILITY AND WORKERS' COMPENSATION INSURANCE WITH THIS BOARD.
IN GOOD STANDING UNTIL **September 30, 2020**
DATE OF ISSUANCE **06/11/2019**

I-CGC1505176

Lillibridge, Ethan Tyler
30977 Satinleaf Lane
Wesley Chapel, FL 33543

*** Please cut out license along lines**

PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT **Russell E Arney**
DBA **Cross Construction Services Inc**

STATE CERT # **I-CJC056725**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED LIABILITY AND WORKERS' COMPENSATION INSURANCE WITH THIS BOARD.
IN GOOD STANDING UNTIL **September 30, 2020**
DATE OF ISSUANCE **06/13/2019**

I-CJC056725

Arney, Russell E
25221 Wesley Chapel Blvd
Lutz, FL 33559

*** Please cut out license along lines**

PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT **Russell Eugene Arney**
DBA **Cross Construction Services Inc**

STATE CERT # **I-CBC059838**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED LIABILITY AND WORKERS' COMPENSATION INSURANCE WITH THIS BOARD.
IN GOOD STANDING UNTIL **September 30, 2020**
DATE OF ISSUANCE **06/13/2019**

I-CBC059838

Arney, Russell Eugene
25221 Wesley Chapel Blvd
Lutz, FL 33559

*** Please cut out license along lines**

State of Florida
Department of State

I certify from the records of this office that CROSS CONSTRUCTION SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on July 12, 1996.

The document number of this corporation is P96000059139.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 29, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of January, 2020

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 2627198657CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Detail by FEI/EIN Number

Florida Profit Corporation
CROSS CONSTRUCTION SERVICES, INC.

Filing Information

Document Number	P96000059139
FEI/EIN Number	59-3423008
Date Filed	07/12/1996
State	FL
Status	ACTIVE

Principal Address

25221 WESLEY CHAPEL BOULEVARD
LUTZ, FL 33559

Changed: 01/14/2009

Mailing Address

25221 WESLEY CHAPEL BOULEVARD
LUTZ, FL 33559

Changed: 01/14/2009

Registered Agent Name & Address

HOLCOMB, VICTOR W
3203 W. CYPRESS STREET
TAMPA, FL 33607

Address Changed: 04/14/2011

Officer/Director Detail

Name & Address

Title P

ARNEY, RUSSELL E
25221 WESLEY CHAPEL BLVD.
LUTZ, FL 33559

Title S/T

ROBINSON, DONNA J
5207 SADDLEBROOK WAY
WESLEY CHAPEL. FL 33543

Title VP

HANSON, ANTHONY V
29334 LAUGHRIDGE PLACE
WESLEY CHAPEL, FL 33544

Title VP

LILLIBRIDGE, ETHAN T
29251 CHANDLER TRACE
WESLEY CHAPEL, FL 33544

Annual Reports

Report Year	Filed Date
2015	02/20/2015
2016	03/04/2016
2017	03/21/2017

Document Images

03/21/2017 -- ANNUAL REPORT	View image in PDF format
03/04/2016 -- ANNUAL REPORT	View image in PDF format
02/20/2015 -- ANNUAL REPORT	View image in PDF format
04/02/2014 -- ANNUAL REPORT	View image in PDF format
03/26/2013 -- ANNUAL REPORT	View image in PDF format
01/25/2012 -- ANNUAL REPORT	View image in PDF format
04/14/2011 -- ANNUAL REPORT	View image in PDF format
01/14/2010 -- ANNUAL REPORT	View image in PDF format
01/14/2009 -- ANNUAL REPORT	View image in PDF format
04/17/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
05/01/2006 -- ANNUAL REPORT	View image in PDF format
02/02/2005 -- ANNUAL REPORT	View image in PDF format
06/21/2004 -- ANNUAL REPORT	View image in PDF format
03/24/2003 -- ANNUAL REPORT	View image in PDF format
04/03/2002 -- ANNUAL REPORT	View image in PDF format
03/20/2001 -- ANNUAL REPORT	View image in PDF format
04/10/2000 -- ANNUAL REPORT	View image in PDF format
07/29/1999 -- ANNUAL REPORT	View image in PDF format
02/11/1998 -- ANNUAL REPORT	View image in PDF format
03/03/1997 -- ANNUAL REPORT	View image in PDF format
07/12/1996 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P96000059139

Entity Name: CROSS CONSTRUCTION SERVICES, INC.

Current Principal Place of Business:

25221 WESLEY CHAPEL BOULEVARD
LUTZ, FL 33559

Current Mailing Address:

25221 WESLEY CHAPEL BOULEVARD
LUTZ, FL 33559

FEI Number: 59-3423008

FILED
Feb 11, 2019
Secretary of State
5541397274CC

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

HOLCOMB, VICTOR W
3203 W. CYPRESS STREET
TAMPA, FL 33607 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P
Name	ARNEY, RUSSELL E
Address	25221 WESLEY CHAPEL BLVD.
City-State-Zip:	LUTZ FL 33559

Title	S/T
Name	ROBINSON, DONNA J
Address	5207 SADDLEBROOK WAY
City-State-Zip:	WESLEY CHAPEL FL 33543

Title	VP
Name	LILLIBRIDGE, ETHAN T
Address	29251 CHANDLER TRACE
City-State-Zip:	WESLEY CHAPEL FL 33544

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DONNA J. ROBINSON S/T 02/11/2019

Electronic Signature of Signing Officer/Director Detail — Date

RUSSELL E. ARNEY

President

Background and Experience:

Mr. Arney started with Cross Construction Co. in 1981 while still attending high school and college. He trained as an apprentice to asbestos workers performing various tasks associated with the abatement industry. He attended Retra Services, Inc. (an accredited facility representing University of Florida/Treeo Center) and completed the AHERA certification as and asbestos worker. After further experience working on crews, Mr. Arney was promoted to Project Supervisor in 1988, coordinating work crews of 10 to 50 men. In 1991 he was promoted to Project Estimator, responsible for the preparation of bid proposals.

Becoming Vice President in 1992, Mr. Arney was responsible for estimating and preparation of bids, pre-bid attendance, specification review and take-off, coordination of project schedules, cost control and scheduling of supervisory personnel for projects.

In 1996 Cross Construction Company incorporated Cross Construction Services, Inc. to exclusively handle the environmental division. In 1999 Rusty became President of CCS. In 2004 CCC and CCS again merged to offer turn-key services to our clients for all their environmental requirements as well as demolition services.

Years of Experience: 38

Professional Registrations/Licensing:

State of FL - Certified Building Contractor – Certificate #CB C059838

State of FL – Asbestos Contractors License – Certificate # CJ C056725

State of FL – EPA Lead Certification – FL-1889-2

State of FL – Mold Remediator –MRSR416

State of Alabama – Certified General Contractor – License # 44358

State of Alabama – Asbestos Contractors License – Certificate # 2195339

State of Georgia – Asbestos Contractors License – License # 70NF111730

State of Georgia – Lead-Based Paint Certified Firm – License # 1007092350

State of Mississippi – Asbestos Contractor –Certificate #ABC-00002111

State of Mississippi – Contractor - Certificate #18203-SC

State of South Carolina – Asbestos Contractor License – CO-00301

State of Louisiana – Contractor – Certificate #54047

Education:

Hillsborough Community College - Building Construction

United Electronics Institute - Emphasis on Electronic Technology, Analog & Digital

Accreditation/Certification:

The Environmental Institute - EPA Model Course: "Asbestos Removal in School Buildings"
National Health & Safety Training Consultants, Inc. - Certificate of training "Health & Safety Management; Site Supervision Instruction - OSHA Compliance"
Delta Paining Corporation - Asbestos Removal Program "Asbestos Removal in School Buildings"
University of Florida - Treeo Center - "Certified Asbestos Supervisor"
META, INC. - AHERA Asbestos Inspector Initial Course, AHERA Asbestos Management Planner Initial Course & 3-Day Respiratory Protection for Asbestos Abatement Course

ETHAN "TYLER" LILLIBRIDGE

Vice President

Background and Experience:

June 1991-Present
Tyler joined Cross Construction in June of 1991 with the desire to lean the demolition industry. With a willingness to learn he started at the entry level laborer position on demolition sites and progressed to heavy machinery operator and then foreman. In 2006 he was promoted to Vice President of demolition for the company and is responsible for all phases of work from the big process all the way to final completion. He has also been involved in the remediation side of the company and has a working knowledge of OSHA, EPA and state regulations.

His responsibilities include:

- Manage federal and state funded term contracts.
- Cost Control.
- Interaction with Owners, consultants, regulatory officials to insure timely completion of projects.
- Adherence to all federal, state and local regulations while performing work at projects.
- Chief Estimator for Demolition

Demolition Projects:

Here are some past and present relevant contracts that demonstrate our diversity.

FDOT Term Contracts	$1,600,000.00
Hillsborough Community College	$ 685,000.00
St. Cloud City Center	$ 94,635.00
Gulfport Elementary School	$ 165,700.00
Bay Pines Trailer Park Demo	$1,456,000.00
MacDill Air Force Base	$ 500,000.00
South Florida Water Management District	$1,586,000.00
Criss Angel Mindfreak- Spyglass Implosion	$ 268,000.00

NOTE: Projects accomplished simultaneously.

Accreditations:

- AHERA Trained Asbestos Supervisor
- American Heart Association-CPR Certification
- Member of the National Demolition Association
- Class A CDL
- Forklift Certification
- EPA Lead Supervisor

Licenses:

Certified General Contractor Florida– CGC1505176 (2002)

CROSS CONSTRUCTION SERVICES

25221 Wesley Chapel Blvd.
Lutz, Florida 33559
Phone: (813) 907-1013 • Fax: (813) 907-0297

Zane Gilmore

Sales, Estimating & Senior Project Manager

Background:

Zane joined Cross Construction in December 2003 as a demolition worker and was promoted to project management in 2004. He worked full time while attending college at nights until graduation in August 2006. He has been involved in projects ranging from small residential to large industrial projects as an estimator and project manager. His partial duties include:

- Sales and marketing.
- Selection of project supervisors, scheduling, bid estimates, permitting and acquisition of sub-contractors.
- Interaction with Owners, consultants, and regulatory officials to insure timely completion of projects.

Projects:

- Creative Contractors, Inc.
- Suncoast Auto Builders
- Hillsborough Community College
- FDOT Districts 1, 2 & 5 (Term Contracts)
- Volusia County (Term Contract)

Years of Experience: 9

Professional Registrations/Licensing:
Retra - AHERA Trained Supervisor
ITE Training - Sunshine State One Call of Florida, Inc.

Accreditation/Certification:
Pasco Hernando Community College - A.A in Business

GORDON "SKIP" JOHNSON

Envionmental

Background and Experience:
Skip managed the asbestos program for the State of Florida during the late 1980's and 1990's overseeing each phase of asbestos remediation for all State owned buildings. He then taught construction safety for two years for the same State department. Since then he has worked on the consulting and contracting side of the environmental remediation industry. He has been involved in projects ranging from small commercial to large multi-million dollar industrial projects as a regulator, consultant and contractor.

His partial duties include:
- Interaction with Owners, consultants, and regulatory officials to insure timely completion of projects.
- Develop and implement Quality Control Plan.

Years of Experience: 25

Professional Registrations/Licensing:
State of Florida – Certified Asbestos Contractor – License #CJ C054114
Certified Mold Remediator

Accreditation/Certification:

U.S. Department of Labor (OSHA) Certificates –
1. Industrial Hygiene for Consultants
2. Construction Safety Standards
3. Electrical Safety Standard of Construction
4. Fall Protection for Construction (1 week)

University of North Carolina:
1. Respiratory Protection (2 weeks)
2. Confined Spaces
3. Demolition (3 days)
4. Train the Trainer for Environmental Occupations

University of Florida – Treeo Center – "Certified Asbestos Supervisor"
Georgia Tech – AHERA Asbestos Inspector, AHERA Management Planner, 3 Day Respirator Protection

JUAN OROZCO

Project Supervisor

Background and Experience:

February 1995-Present
Juan joined Cross Construction in 1995 already having experience in the demolition and asbestos abatement industry. Juan was promoted to a demolition supervisor in 2000 after working as a project foreman and heavy machinery operator. Juan performs with initiative and thoroughness.

His responsibilities include:

- Selection of work crews, equipment and material to perform projects.
- Direct field supervision of crew, equipment and material.
- Cost Control.
- Interaction with Owners, consultants, regulatory officials to insure timely completion of projects.
- Adherence to all federal, state and local regulations while performing work at projects.

Demolition Projects:

Minute Maid	$ 69,850.00
City of Palmetto	$ 16,500.00
Navy Base #646 Charleston, SC	$ 126,460.00
NAS Jacksonville, FL Boathouse	$ 111,000.00
Publix, Leesburg, FL	$ 59,000.00
Beaumont Administration Building	$ 33,072.00
FDOT Term Contracts	$1,600,000.00
CVS/Pharmacy's	$ 23,900.00
USF Solarium	$ 21,130.00

Accreditation's:

Retra Services, Inc. – AHERA Trained Asbestos Supervisor
National Demolition Associates
American Heart Association-CPR Certification

PABLO HERRERA

Project Supervisor

Background and Experience:

April 99 – Present
Pablo joined Cross Construction with three years prior experience in the asbestos industry. Within two months we promoted Pablo to Project Foreman where he trained with all of our supervisors on hundreds of abatement projects. His bilingual capabilities are a valuable asset in the field and all the work crews respect his leadership. October 00, he became one of nine full time supervisors on our staff. He has started supervision of our crews on many different types of asbestos, lead and microbial abatement projects and still works with other supervisors in the capacity of Foreman when required. Pablo is a dedicated team employee willing to do what it takes to "get the job done".

His responsibilities include:

- Selection of work crews, equipment and material to perform projects.
- Direct field supervision of crew, equipment and material.
- Cost control.
- Interaction with Owners, consultants, regulatory officials to insure timely completion of projects.
- Generate daily project reports, exposure logs and sign in/out logs.
- Adherence to all federal, state and local regulations while performing work at projects.

Projects:

- Senate Parking Garage, State of Florida, Tallahassee, FL ($2.3 Million)
- MacDill AFB, Tampa, FL ($1.2 Million)

Accreditations:

University of Florida – Treeo Center – Initial Asbestos Worker Course
Retra Services, Inc. - Refresher Asbestos Abatement
Initial Supervisor Course (5-day training)
Introduction to Lead Abatement
META, Inc. – EPA Model Lead Abatement Contractor/Supervisor Course

DALE BAKOWSKI

Project Supervisor

Background and Experience:

April 2015 – Present

Dale joined our team at Cross Construction Services already having experience as a supervisor in the construction and demolition industry. With his knowledge of the industry, Dale has become a valued supervisor of our company and continues to display his commitment to exceed the expectations of our valued clients.

His responsibilities include:

- Selection of work crews, equipment and material to preform projects.
- Cost Control.
- Direct field supervision of crew, equipment and material.
- Interaction with owners , consultants, regulatory officials to insure timely completion of projects.
- Generate daily project reports
- Adherence to all federal, state and local regulations while performing work at projects.

DEMOLITION PROJECTS

Lockheed Martin	**$ 63,500.00**
M South	**$ 348,000.00**
Baymont Inn & Suites	**$ 387,385.00**
City of Gainesville Fire Dept.	**$ 90,500.00**

Accreditations:

- OSHA 40 Hour Hazwoper
- Asbestos Supervisor
- Truck & Trailer Orientation Safety
- American Heart Association-CPR and AED/ Basic First Aid
- Boom lift, Scissor Lift, Forklift, Skid-Steer, Excavator, and Loader Training

USF HEALTH

OSHA TRAINING INSTITUTE EDUCATION CENTER

UNIVERSITY OF SOUTH FLORIDA
OSHA TRAINING INSTITUTE EDUCATION CENTER
&
UNITED STATES DEPARTMENT OF LABOR
OCCUPATIONAL SAFETY AND HEALTH
ADMINISTRATION
certifies that

Rick Pollesch

Has diligently and with merit completed training in
OTI 510 - Occupational Safety and Health Standards for the Construction Industry
Conducted in *Wesley Chapel, FL* on *8/9/2010* to *8/12/2010*
by the USF OTI Education Center and is awarded *2.50* CEUs
by the Office of Continuing Professional Development.
ABIH: 4.34 Safety CM Points (Approval 09-3382)

Deborah Sutherland, PhD
Associate Vice President USF Health
Associate Dean College of Medicine
Continuing Professional Development

Charles J. Shields
Director
OSHA Office of Training Institute

Robert E. Nesbit, CWCP
Program Manager
USF OTI Education Center

CCS
CROSS CONSTRUCTION SERVICES

25221 Wesley Chapel Blvd.
Lutz, Florida 33559
Phone: (813) 907-1013 • Fax: (813) 907-0297

References - General Contractors & Consultants

General Contractors:

1. DeLotto
   924 East Busch Boulevard
   Tampa, FL 33612
   Contact: Mr. Darrin Thomson
   Telephone: 813/935-2191

2. R.M. Williams Contactors, Inc.
   P.O. Box 18284
   Tampa, FL 33679
   Contact: Mr. Jim Rowe
   Telephone: 813/251-8051

3. Skanska Building USA Inc.
   4950 W. Kennedy Blvd., Suite 600
   Tampa, FL 33609
   Contact: Mr. Charles Bauerlein
   Telephone: 813/917-0003

4. Walbridge Aldinger
   3415 North 16th Street
   Tampa, FL 33605
   Contact: Mr. Nelson Etienne
   813/622-8900

Consultants:

1. IBC Engineering Environmental & Construction LLC
   8875 Hidden River Parkway, Suite 300
   Tampa, FL 33637
   Contact: Mr. Orie Voigtmann
   Telephone: 813/714-9971

2. Greenfield Environmental, Inc.
   432 3rd Street North
   St. Petersburg, FL 33701
   Contact: Mr. Jim Greenfield
   Telephone: 727/896-1266

3. Air Quality Consulting, Inc.
   1713 South Kings Avenue
   Brandon, FL 33511
   Contact: Mr. Steve Lipson
   813/571-9788

25221 Wesley Chapel Boulevard
Lutz, FL 33559
Phone (813) 907-1013 • Fax (813) 907-0297

LIST OF SUPPLIERS

Aramsco
101 Industrial Boulevard
Winter Haven, FL 33881
Account #6699
Mr. Dave Wolf (813) 220-3817 cell
dwolf@aramsco.com

Twin-Chem, Inc.
5010 Hickory Hills Drive, Suite B
Woodstock, GA 30188
800/442-4958 - 770/924-6147 (Fax)
Account #875236
Mr. Chris Tracey (christracey@twin-chemicals.com)

Fleet Products Tampa
6510 Golden Groves Lane
Tampa, FL 33610
813/621-1734 – 813/626-2010
Account #1322030
Mr. John Darrow (jsdafleet@aol.com)

True Line Coring & Cutting Tampa, Inc.
6014 W. Waters Avenue
Tampa, FL 33634
813/885-4401 – 813/885-4812 (Fax)
Account #FCR011
Mr. Dave Williams (dave@truelinemail.com)

Bank Reference:
SunTrust Bank
1300 Tampa Road
Palm Harbor, FL 34683
Daniel R. Maroudis, VP-Business Banking Relationship Mgr.
727/254-4991 – 727/781-3564 Fax
Daniel.R.Maroudis@SunTrust.com

CROSS CONSTRUCTION SERVICES

25221 Wesley Chapel Blvd.
Lutz, Florida 33559
Phone: (813) 907-1013 Fax: (813) 907-0297

CCS EQUIPMENT AND TRUCK LISTING

EXCAVATORS:

Komastu PC160
Komatsu PC200
Komatsu PC210
Komatsu PC350 (w/54" bucket)
Komatsu PC360
Kolbeco SK330
Kolbeco SK480
Kolbeco Compact SK25
Kolbeco SK140

SKID STEERS:

Holland Skid LS160
Holland Skid LS185
CAT Skid Steer
Bobcat Skid Steer S130

LOADERS:

Volvo Wheel Loader L60E
Komatsu Mini Loader WA65 (w/bucket)
Bobcat Steer Loader A300B
Bobcat Compact Track Loader T590

FORK LIFTS:

Genie Forklift - 8,000 lb.
Small Toyota Forklift - 3,000 lb.
Large Toyota Forklift - 5,000 lb.

SEMI'S:

Kenworth
Peterbilt
Freightliner
Volvo

ROLL-OFF & DUMP TRUCKS:

1 - Sterling
1 - International
5 - Macks
1 - Volvo
1 - Kenworth
2 - Freightliners
1 - Peterbilt

TRAILERS:

3 - Portable Water Trailers
8 - Cargo Trailers
4 - Utility Trailers
Trail Boss - Tag Along
Landoll Industrial Trailer (2 axle)
Landoll Tilt Deck Trailer LT016
Ravens Refuse Trailer 48'
East Refuse Trailer 48'
Etnyre Blackhawk Trailer
Triton Trailer w/mounted Baldor TS 25T Generator
Tandem Trailer
Interstate Trailer
3 - Crosley Trailers
Fruehauf Trailer 45'
Borco Trailer 26'
Borco Trailer 33'
Borco Trailer 38'
Cargo Craft Trailer

E-Verify
Employment Eligibility Verification

Welcome Donna Robinson | User ID DROB3498 | Last Login 03:04 PM - 01/06/2012 | Log Out

Click any ? for help

Home
My Cases
New Case
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Contact Us

Company Information

View / Edit

Company Name: Cross Construction Services, Inc.
Company ID Number: 244088
Doing Business As (DBA) Name:
DUNS Number:

Physical Location:

Address 1: 25221 WESLEY CHAPEL BLVD
Address 2:
City: LUTZ
State: FL
Zip Code: 33559
County: PASCO

Mailing Address:

Address 1: 25221 Wesley Chapel Blvd
Address 2:
City: Lutz
State: FL
Zip Code: 33559

Additional Information:

Employer Identification Number: 593423008
Total Number of Employees: 20 to 99
Parent Organization:
Administrator:

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause
Federal Contractor Category: None of these categories apply
Employees being verified: All new hires and all existing employees assigned to a Federal contract

NAICS Code: 238 - SPECIALTY TRADE CONTRACTORS — View / Edit

Total Hiring Sites: 2 — View / Edit

Total Points of Contact: 2 — View / Edit

View MOU

CITY OF ORLANDO

Via Email ~~tyler.l@myccsfl.com~~
Tyler.L@myccsfl.com

August 16, 2024

Ethan Tyler Lillibreidge
Cross Construction Services, Inc
26221 Wesley Chapel Blvd
Lutz, FL 33559

SUBJECT: Renewal of Term Contract (IFB20-0448) Demolition of Residential and Commercial Structures - Amendment Four

Dear Ethan,

The City of Orlando would like to offer your company the opportunity to extend the existing contract between your company and the City of Orlando.

In accordance with the terms and conditions of this Contract, the Contract may, by mutual assent of the parties, be extended for an additional twelve (12) month period under the same terms, conditions, and pricing. The current Contract will expire November 10, 2024. In agreeing to the contract renewal by signing below, the new contract expiration date will be November 10, 2025.

Please indicate your approval of this offer by having an officer of your company execute the acceptance portion below and return to stuart.gus@orlando.gov . Please submit your response no later than August 30, 2024.

As a part of the renewal process, please send a copy of your current completed W-9 form.

Thank you for your immediate attention to this matter.

Sincerely,

David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

ACCEPTANCE

By: _____ 8/26/2024
Official Signature & Date

Ethan Tyler Lillibridge
Print Name

Vice President
Title

EXHIBIT “B”
RATES AND SERVICES

PROPOSAL

CROSS CONSTRUCTION SERVICES, INC.
25221 WESLEY CHAPEL BLVD.
LUTZ, FLORIDA 33559
PHONE: (813) 907-1013
FAX: (813) 907-0297

Proposal Submitted To: City of Kissimmee	*Phone:* (407)624-0269	*Date:* July 14, 2025
Address: 101 CHURCH ST STE 500	*Project Name:* IFB20-0448 (Demolition of Kmart Site - City of Kissimmee)	
City, State, and Zip Code: Kissimmee, FL 34741	*Project Location:* 2211 W Vine St	*City, State, and Zip Code:* Kissimmee, FL
Attn: Mr. Robert Masiku	*Email:* ROBERT.MASIKU@kissimmee.gov	

We Hereby Submit Specifications and Estimates For:

We propose to furnish all skilled labor, material, equipment, license, insurance, and permits necessary for the complete demolition of the above referenced project.

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
1	DEMOLITION OF MASONRY STRUCTURES (SLAB & FOOTERS TO REMAIN)	122,123 SF	$ 3.00	$ 366,369.00
2	TEMPORARY FENCE INSTALL	2500 LF	$ 4.50	$ 11,250.00
3	TEMPORARY FENCE RENTAL	60 DAYS	$3.00	$180.00
	ADD ALTERNATES			
1	CONCRETE SLAB & FOUNDATION REMOVAL	1435 HOURS	$ 85.00	$ 121,975.00
2	IMPORTED FILL DIRT (EST)	2500 YRDS	$ 8.50	$ 21,250.00
3	SEED / OVER-SEEDING	122,123 SF	$ .20	$ 24,424.60
4	PRE-DEMOLTITION ASBESTOS SURVEY	185 HOURS	$ 85.00	$ 15,725.00
TOTAL PRICE:	AS STATED ABOVE			

We Propose Hereby to Furnish Material and Labor Complete in Accordance With Above Specifications For the Sum of:

Payment to be Made as Follows:
UPON COMPLETION AND ACCEPTANCE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

ACCEPTANCE OF PROPOSAL:
The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Signature serves as written contract.

Please return one signed original to Cross Construction Services, Inc.

ACCEPTED BY: _____
Authorized Signature

Date of Acceptance: _____

ITEM 8.C
Prospera Annual Presentation and Approval of the FY2025-2026 Funding Agreement

Request

Approval of contract # 20250373 with Prospera for FY 2025-2026 to fund business assistance services.

Explanation

The City of Kissimmee has a partnership with Prospera to advance small businesses in the community through bilingual services. Prospera offers bilingual training, support, and resources to help small businesses thrive and contribute to community prosperity. They provide seminars and learning sessions in Spanish at no cost to participating businesses. With a physical location in Kissimmee, local small businesses and entrepreneurs can access free consulting and technical assistance. Last month, Prospera concluded the sixth edition of the Osceola County Providers Academy, where 24 local business owners successfully completed the program and are now better positioned to secure government contracts.

A Prospera representative will present information about the program and be available for any questions.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00122103-503434		Decrease	20,000	20,000

Financial Summary:

The cost of this agreement is $20,000 and is allocated to the Other Contract Services account.

Recommendation

Approval of the Prospera FY 2025-2026 Agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: David Rodriguez

Attachment(s):
1. 2025 Prospera_Updated_ City of Kissimmee Presentation
2. (S) Prospera COK Agrmt FY25 26 signed by Pros

City of Kissimmee

PROSPERA™

Empowering entrepreneurs since 1991



CITY OF KISSIMMEE 1883

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

PROSPERA™

About Prospera

- One of the nation's **leading nonprofit, economic development** organizations specialized in **bilingual assistance to help small businesses grow and prosper.**
- A **unique and versatile business model to empower new and established entrepreneurs** with expertise and resources.
- Service areas: **Florida**, **North Carolina**, and **Georgia.**



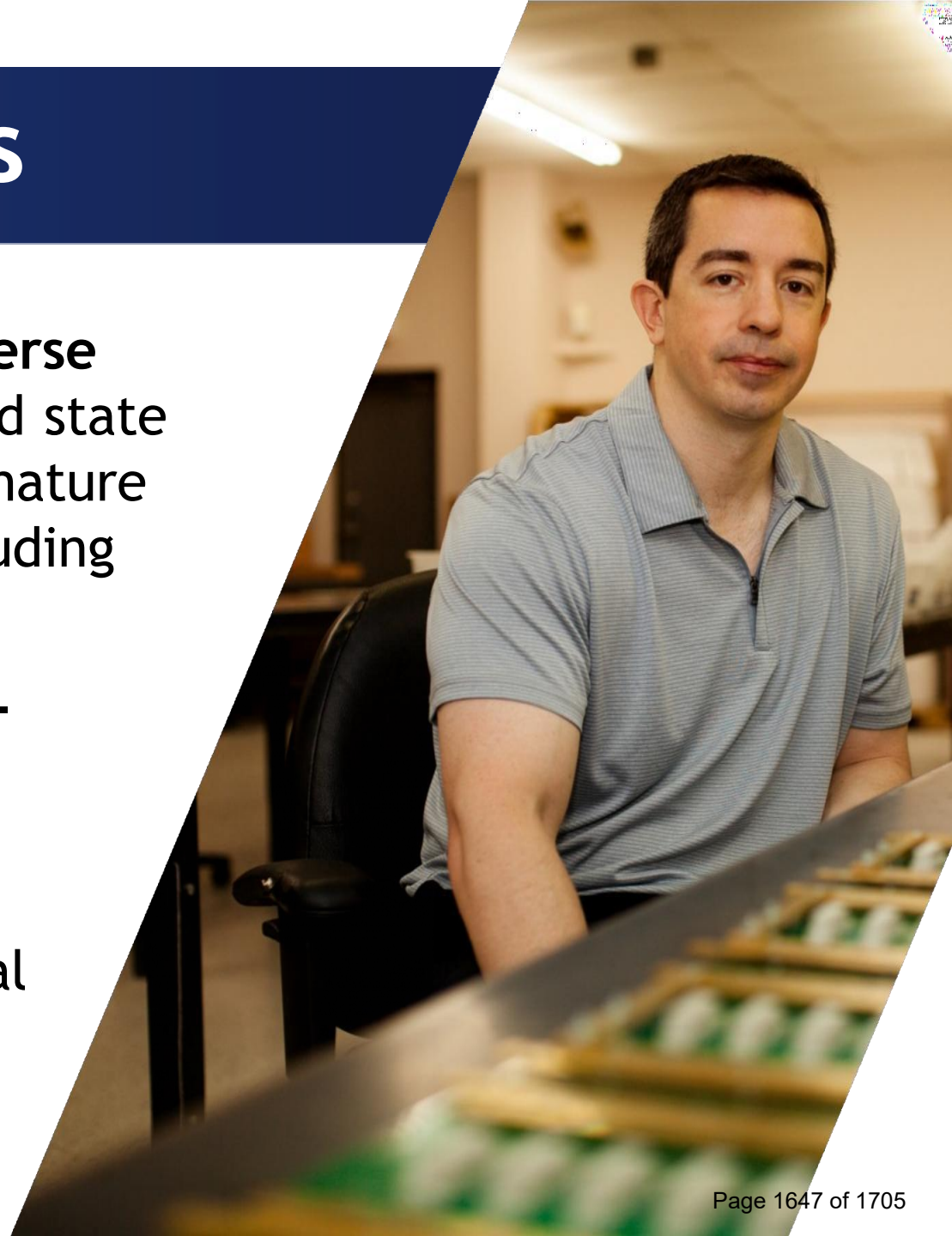
Unique Service Model

- 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 **bilingual training, support and resources to aspiring and established small business owners, at no charge to them:**
  - Entrepreneurial seminars
  - Individual consulting
  - Access to capital
  - Procurement readiness
  - Referrals to additional resources



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

Last 5 Years' Program Results



2,545
Clients provided with individual consulting



4,090
Jobs created or retained



5,152
Orientation, workshop & training participants



$11.5MM
Loans facilitated for small businesses

Prospera & City of Kissimmee

- **Office** at Osceola County Chamber of Commerce
- In-person and virtual **local consulting**
- **2025 Business Under the Stars** at Plaza del Sol – Kissimmee
- Hosted **2025 Providers Academy** in Kissimmee
- Recognized **City of Kissimmee small business as honoree** of 2024 Prospera Success Stories event
- One **2025 Prospera Success Stories honoree** is from Osceola County

JMB Solutions Services, LLC

- Prospera clients since 2024
- Services received:
  - ✓ Business plan for operations
  - ✓ Legal Assessment 2
  - ✓ Access to capital
  - ✓ Consulting assistance to increase revenues.

JMB
SOLUTIONS SERVICES
BUILDING CONTRACTOR



Jonathan Mendez y Anghelina Polanco

City of Kissimmee

FYTD2024-2025 Service Delivery (Oct-Aug)

117

Clients provided individual consulting services

199

Entrepreneurial seminar participants

$19,815

Business advancement services awarded (market value)

$620,000

Total amount in loans marketed for clients

Kissimmee Outreach



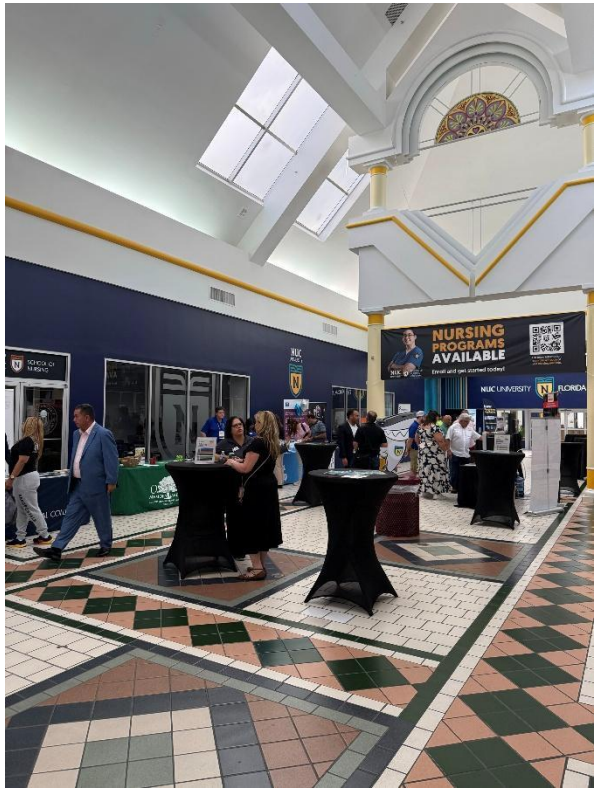




2025 Providers Academy

Kissimmee Outreach





2025 Business Under Stars



NUC University School of Nursing Grand Opening - Kissimmee Campus

Kissimmee Outreach



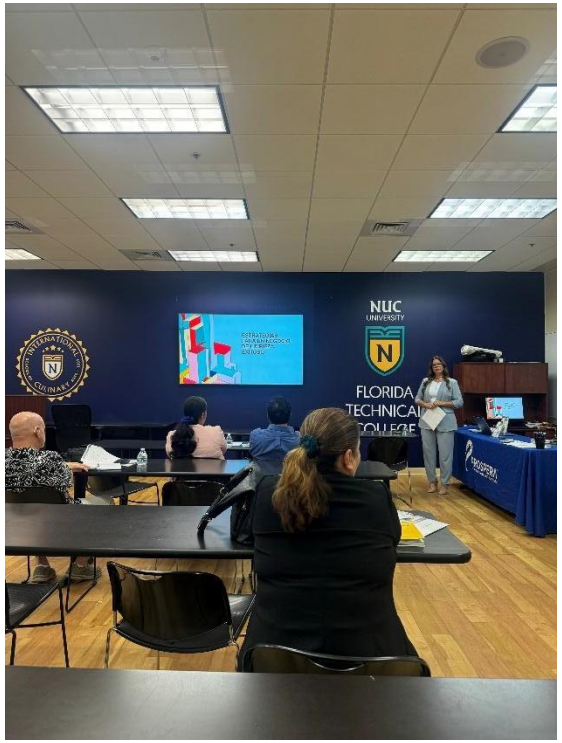


City of Kissimmee Economic Development Business Resource



New Client Orientation - Welcome Remarks by Commissioner Janette Martínez

Kissimmee Outreach





Workshop: Strategies for a Cleaning Business





Small Business and Veteran Programs
2025 Vendor Opportunity Fair

Central Florida Annual Funders



PROSPERA™



Thank you
for your support!

CITY OF KISSIMMEE
SERVICE AGREEMENT WITH PROSPERA INITIATIVES, INC

FY 2025/2026

In consideration of the services to be rendered by *Prospera Initiatives, Inc.* to the citizens of the City of Kissimmee, as described below, the City agrees to pay *Prospera Initiatives, Inc.* the sum of $20,000. The term of this Agreement shall commence on October 1, 2025, and shall remain in effect through September 30, 2026.

ACTIVITIES AND DELIVERABLES:

Funding in the amount of $20,000 for FY 2025-2026 will be used to support Prospera's bilingual programs and services for small businesses in the City of Kissimmee.

Prospera Initiatives, Inc will utilize the contribution from the City to deliver bilingual technical assistance to small businesses. The services, activities and deliverables under this Agreement shall include:

1. **Bilingual One-on-One Consulting** – Providing individualized consulting to aspiring entrepreneurs seeking to start a business in the City of Kissimmee, as well as to existing business owners looking for guidance to strengthen and grow their operation.

2. **Small Business Loan Facilitation**- Facilitating and promoting small business loan opportunities by connecting entrepreneurs with local lenders and microlenders. Prospera will provide personalized, bilingual guidance throughout the loan process, assisting clients in preparing strong applications, understanding lending requirements, and accessing the capital needed to grow their business.

3. **Small Business Certification Assistance** – Offering bilingual assistance to help entrepreneurs understand eligibility requirements, navigate the application process, and increase their chances of securing government contracts to help grow their business.

4. **Collaboration** – Collaborating with and participating in community business-related events organized by the City to make Prospera's services available as a resource to the community.

5. **Outreach to Small Businesses** – Collaborating with City of Kissimmee staff to conduct outreach to small businesses, particularly when they are eligible for specific programs or funding opportunities.

6. **Partnership with Local Business Organizations** – Partnering with other local business organizations whenever possible and appropriate to enhance outreach efforts and maximize support for the small business community.

7. **Special Events** – Providing the City with eight (8) tickets for attendance at the annual Success Stories event.

8. **Logo Display** – Displaying the City of Kissimmee logo in all applicable Prospera office locations to recognize the City's support and partnership.

9. **Year-End summary report-** Presenting to the City's Economic Development office a summary of annual results, impact, and effectiveness of services, along with a request for funding approval for the next fiscal year.

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

ATTEST:

City Clerk

CITY OF KISSIMMEE, FLORIDA

City Manager

APPROVED AS TO FORM AND LEGALITY

City Attorney

PROSPERA INITIATIVES, INC

President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 9th day of September, 2025, by Augusto Sanchez who is the President + CEO of Prospera Initiatives, Inc and who is personally known to me or who has produced _____ as identification.

Notary Signature:

Stamp: NOTARY PUBLIC STATE OF FLORIDA
ILIANA TEWES
MY COMMISSION # HH 455679
EXPIRES: November 24, 2027

ITEM 8.D
Agreement between the University of Central Florida Research Foundation through the National Entrepreneur Center and the City of Kissimmee for FY 2026

Request

Approve agreement # 20250382 for the University of Central Florida Research Foundation, the National Entrepreneur Center and the City of Kissimmee.

Explanation

This Agreement is a partnership with the University of Central Florida Research Foundation, on behalf of the National Entrepreneur Center (NEC), and the City of Kissimmee. The NEC will provide advanced business educational workshops and guide small businesses to the myriad of regional resources available via the Central Florida (CFL) Bizlink platform — including the development of customized personal action plans, along with mentoring/coaching companies on all importing or exporting topics via the CFL International Trade Office (CFITO). Through this agreement, CFITO is also committed to assisting the Kissimmee Gateway Airport in efforts to expand international trade opportunities.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00122103 - 503434		Decrease		10,000

Financial Summary:

Funds are allocated in the Economic Development 2026 Budget.

Recommendation

Approve the agreement between the City of Kissimmee and the University of Central Florida, and the National Research Foundation.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: David Rodriguez

Attachment(s):
1. 2025 NEC Presentation
2. (S) NEC signed agreement 2025-2026

City of Kissimmee

Central Florida INTERNATIONAL TRADE OFFICE

City of Kissimmee Report: 2023 County Trade Data & 2025 Tariff Snapshot Analysis

National Entrepreneur Center

Central Florida INTERNATIONAL TRADE OFFICE

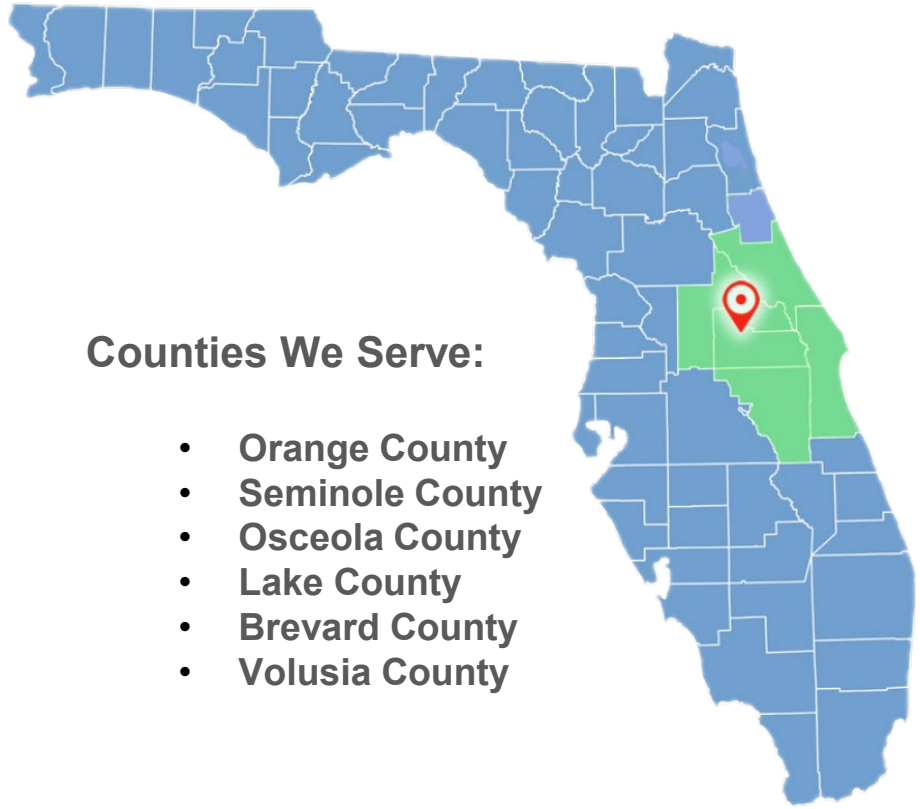
Vision:
To be the hub of international trade activity in Central Florida, creating a strong global presence and international trade economy for our region.

Mission:
To provide trade development support in international trade development through information, education, and business opportunities for Central Florida companies.

CFITO is an EXIM Regional Export Promotion Partner (REPP)

EXIM EXPORT-IMPORT BANK OF THE UNITED STATES

State of Florida



Counties We Serve:

- Orange County
- Seminole County
- Osceola County
- Lake County
- Brevard County
- Volusia County

Central Florida INTERNATIONAL TRADE OFFICE

Osceola County Trade Figures

National Entrepreneur Center

2023 Top Exports

	Top 5 Products	$Million	% total
1	Industrial Machinery	175.1	60.9%
2	Electronic Machinery	14.3	5.0%
3	Mineral Fuel, Bitumen	14.2	4.9%
4	Vehicles & Parts Of	10.3	3.6%
5	Wood & Articles of Wood	10.3	2.4%
	Total all exports	**$287.5**	**100.0%**

- In 2023, Osceola County Exported more than $287 Million in merchandise goods.
- Approximately 22% of Osceola County exports are currently exposed to retaliatory tariffs with the potential for an increase if other countries were to retaliate against the US.

2023 Top Imports

	Top 5 Products	$Million	% total
1	Vehicles	175.1	15.3%
2	Electric Machinery	14.3	12.7%
3	Industrial Machinery	14.2	12.1%
4	Pharmaceuticals	10.3	7.4%
5	Medical Devices	10.3	4.8%
	Total all imports	**$1,849.8**	**100.0%**

- Osceola imports exceeded the $1.8B mark but experienced a slight drop from its 2022 figures.
- Over the past 6 years, 2023 was the second highest import year on record which also includes the pre-pandemic years of 2018 and 2019.

2023 Top Export Markets

Top 5 Markets		$Million	% total
1	Chile	26.5	9.2%
2	Mexico	22.7	7.9%
3	Colombia	19.3	6.7%
4	Canada	13.8	4.8%
5	Brazil	13.3	4.6%
	Total all markets	**$287.5**	**100.0%**

- In 2023, Chile became Osceola County's primary destination for exports.
- Except for Brazil, four of the top five markets all have either a free trade agreement or a trade partnership agreement with the US.

2023 Top Import Markets

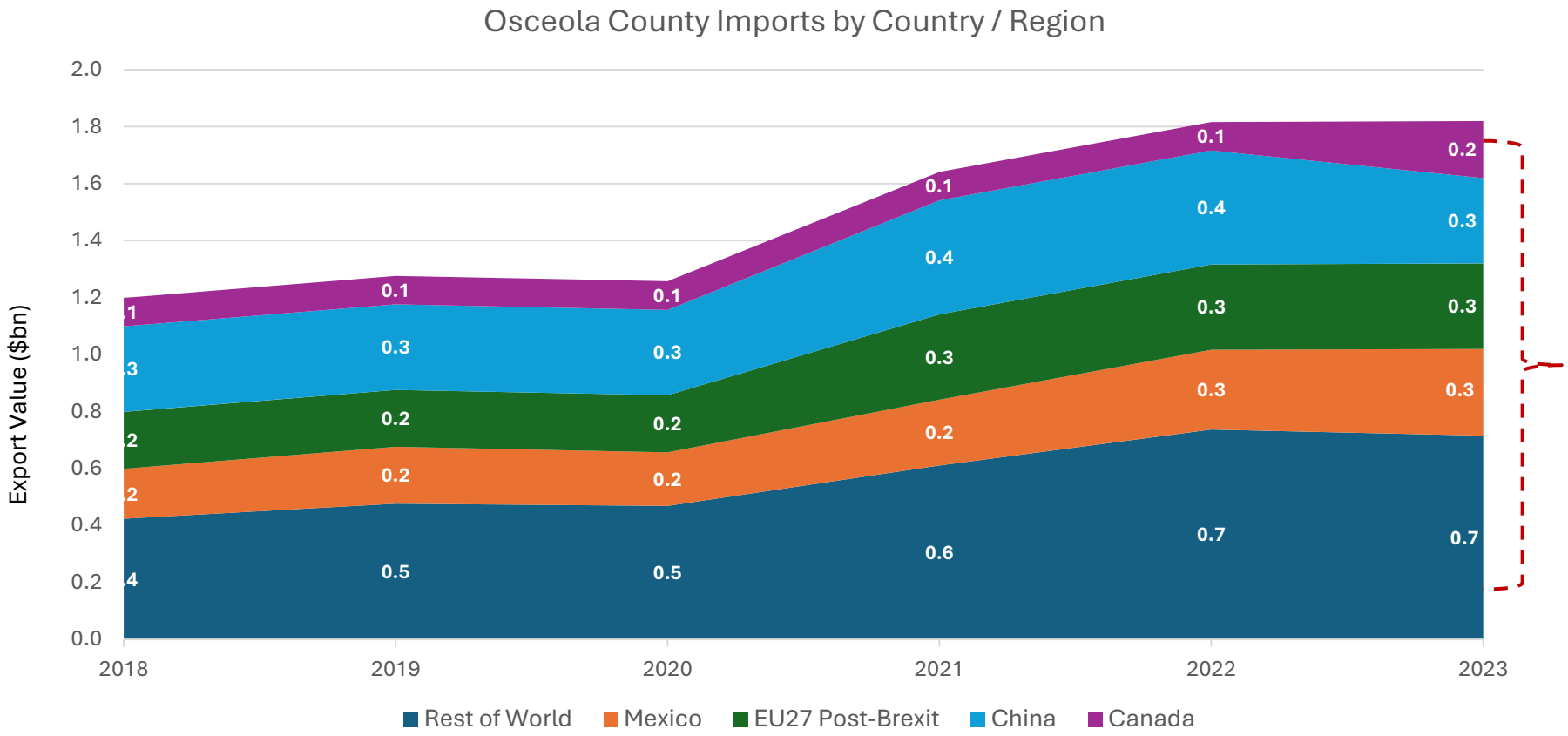
Top 5 Markets		$Million	% total
1	China	323.1	17.5%
2	Mexico	304.1	16.4%
3	Canada	166.2	9.0%
4	Vietnam	92.4	5.0%
5	Japan	84.5	4.6%
	Total all markets	**$1,849.8**	**100.0%**

- In 2023, China continued being the top seller of foreign goods to Osceola.
- These figures are expected to exhibit to demonstrate more changes due to changes in tariff import rules.

Central Florida INTERNATIONAL TRADE OFFICE

Tariffs Impact on Osceola County

National Entrepreneur Center

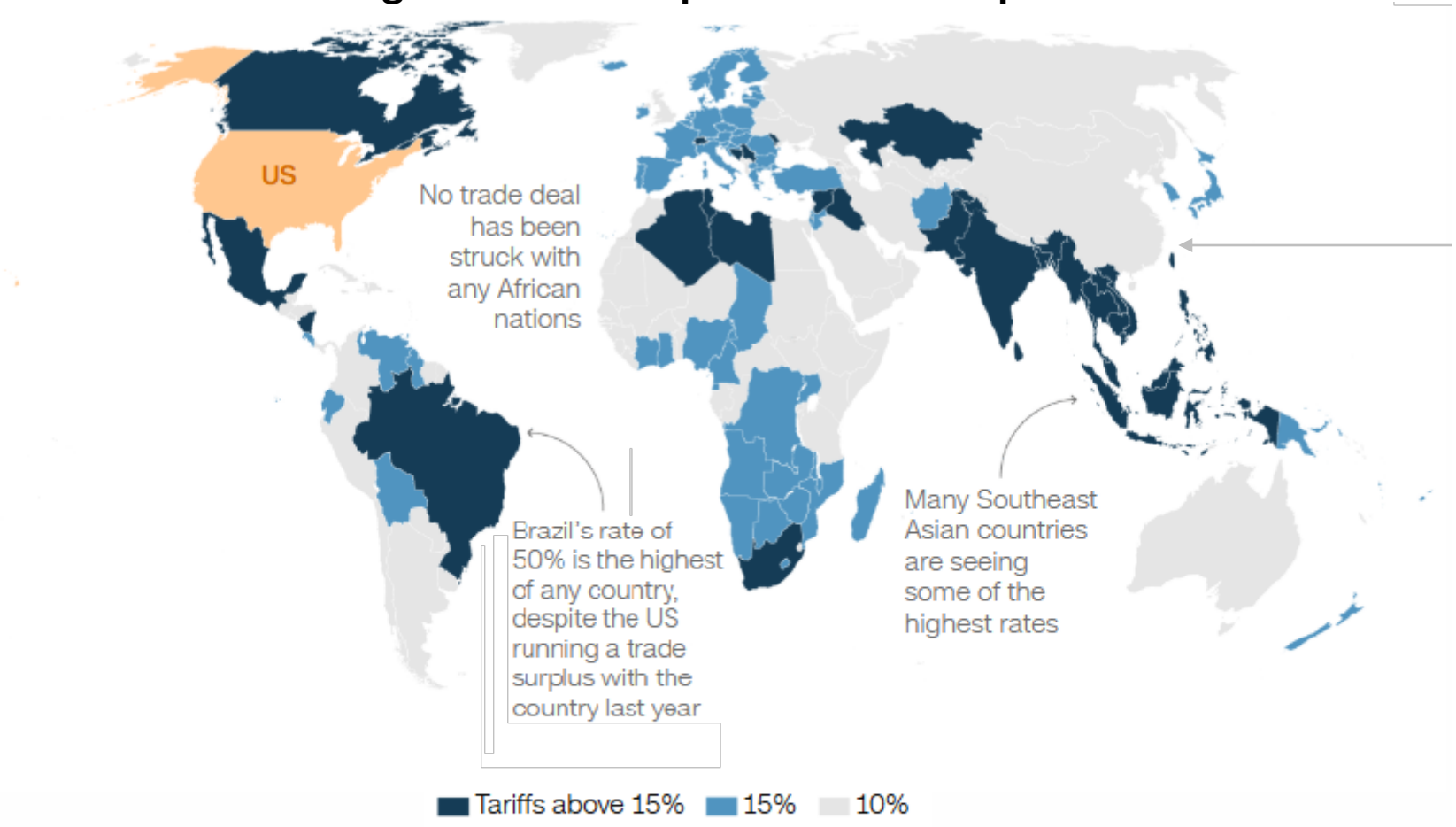


$1.85B Exposure

- In 2023, Osceola County imported more than $1.8 Billion in merchandise goods
- Many imports include raw materials for domestic manufacturing such as aluminum and steel
- Osceola imports are expected to be affected by tariffs in 2024 figures and 2025.

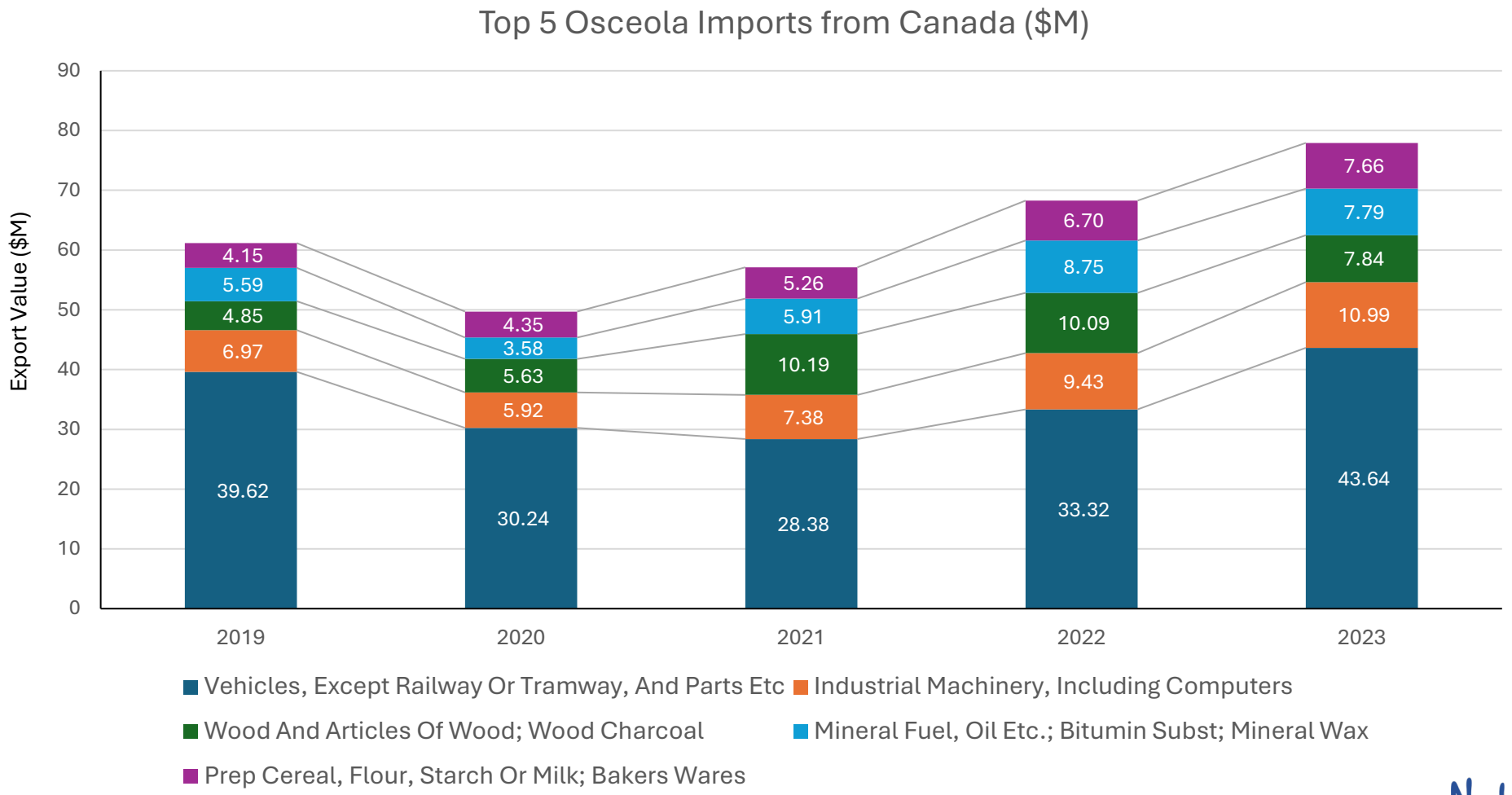
National Entrepreneur Center

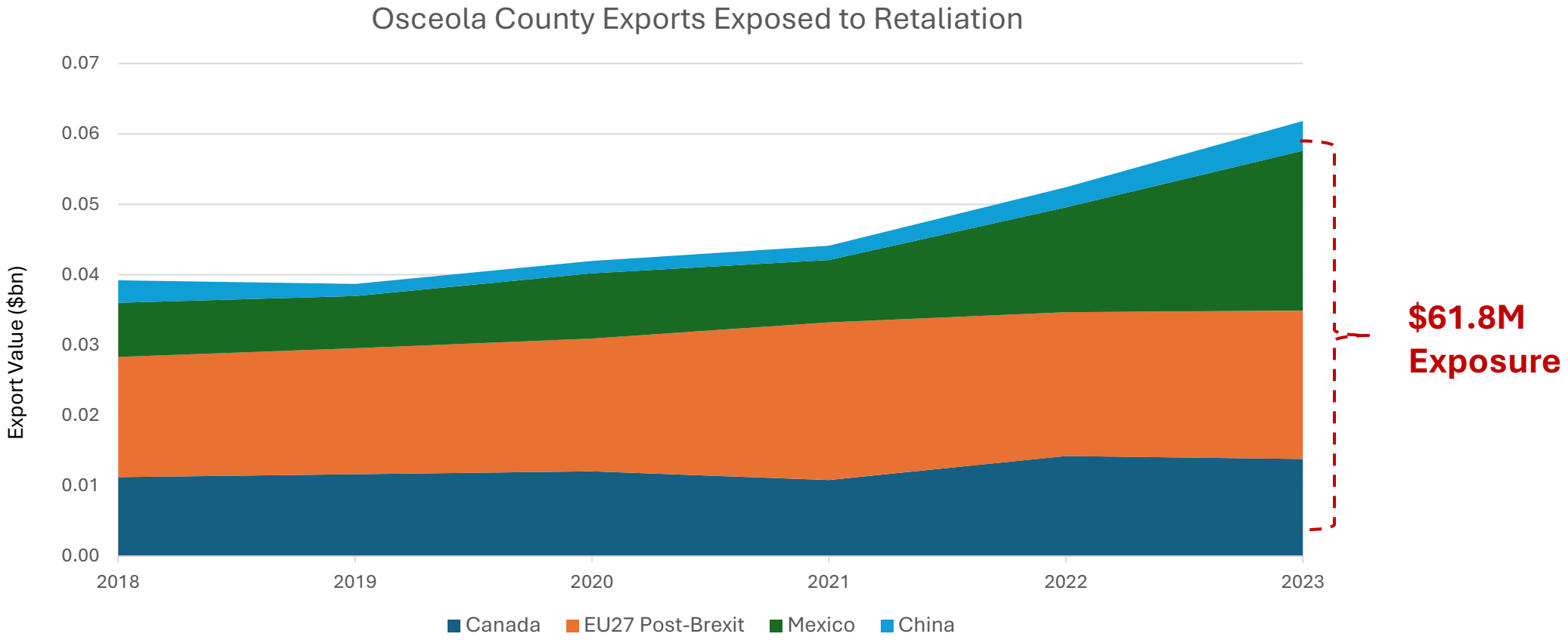
August 7th US Reciprocal Tariffs Map



Note: Canadian and Mexican goods that are not exempted by the USMCA free-trade agreement face a tariff of 35% for Canada and 25% for Mexico. Most Chinese goods face a 30% tariff with some exemptions.

Source: White House
Graphic: Annette Choi and Rachel Wilson, CNN


Top 5 Osceola Imports from Canada ($M)
Export Value ($M)
90
80
70
60
50
40
30
20
10
0
2019
2020
2021
2022
2023
4.15
5.59
4.85
6.97
39.62
4.35
3.58
5.63
5.92
30.24
5.26
5.91
10.19
7.38
28.38
6.70
8.75
10.09
9.43
33.32
7.66
7.79
7.84
10.99
43.64
Vehicles, Except Railway Or Tramway, And Parts Etc
Industrial Machinery, Including Computers
Wood And Articles Of Wood; Wood Charcoal
Mineral Fuel, Oil Etc.; Bitumin Subst; Mineral Wax
Prep Cereal, Flour, Starch Or Milk; Bakers Wares



- In 2023, Osceola County Exported more than $287 Million in merchandise goods
- Approximately 22% of Osceola County exports are currently exposed to retaliatory tariffs with the potential for more
- Over $61M of Osceola County exports are susceptible of retaliatory tariffs from its trading partners.

National Entrepreneur Center

Upcoming Tariffs: *What's Next*

August 1, 2025	August 07, 2025 August 29, 2025	November 10, 2025	December, 2025
Copper tariffs go into effect under Section 232.	Reciprocal Tariffs go into effect. End of De Minimis.	Tariff Pause between the US & China is set to expire.	Timber & Derivatives; Semiconductors & Manuf. Equip.; Pharma & ingredients for pharma…

Best Practices: Building Tariff Resiliency

CFITO has been holding tariff mitigation workshops covering some of these best practices in international trade:

- Having a Foreign Currency Strategy
- Use of First Sale Valuation Strategy
- Leveraging Logistics as a Strategy
- Incoterms Strategy
- Futures Contract on Commodities
- Price Renegotiation
- Country of Origin Sourcing Strategy
- Trade Finance Strategy

Contact Us

Roger Colón

Program Director, Central Florida International Trade Office

Tel: 407-420-4860
Email: roger@nationalec.org

3201 E. Colonial Drive, Suite A20
Orlando, FL. 32803

407.420.4848

www.NationalEC.org

Central Florida INTERNATIONAL TRADE OFFICE

National Entrepreneur Center

Thank You

Fixed Price Service Agreement

Between
City of Kissimmee
101 Church Street
Kissimmee, FL 34741
and
University of Central Florida Research Foundation, Inc.
3100 Technology Parkway, Suite 201, Orlando, FL 32826-3281

This Service Agreement ("Agreement") is made and entered into by and between City of Kissimmee ("Company"), a local government, organized under the laws of Florida and the University of Central Florida Research Foundation, Inc. ("UCFRF"), a direct support organization and instrumentality acting for the benefit of and on behalf of The University of Central Florida Board of Trustees ("UCF"); individually, "Party", or collectively, "Parties".

In consideration of the following and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Service Requestor and UCFRF agree as follows:

1. TERM

UCFRF will perform the Services, described in Exhibit A, incorporated by reference herein, beginning on October 1, 2025 and shall not extend beyond September 30, 2026 unless the period is extended by modification of this Agreement.

2. FINANCIAL SUPPORT AND PAYMENT

2.1 Service Requestor hereby agrees to pay UCFRF a fixed fee of $10,000. Payment schedule is as follows:

Upon Execution	$10,000
TOTAL	$10,000

2.2 In accordance with the invoice schedule, invoices shall be submitted to:

Name	Suzanne Negron City of Kissimmee Economic Development Department
Address	101 Church Street, Ste 550
City, State Zip	Kissimmee FL 34741
Email	Suzanne.Negron@kissimmee.gov

2.3 Payment by check shall be made payable to University of Central Florida Board of Trustees and remitted to:

University of Central Florida
PO Box 160119
Orlando, FL 32816-0119

2.4 Service Requestor agrees to pay $25.00 USD Fee for any payments made by wire transfer.

2.5 UCFRF may choose to discontinue performance of the Services if Service Requestor fails to pay any invoice within thirty (30) days of receipt.

3. REPORTS

UCFRF will provide Service Requestor a final report summarizing the results of the Services, as described in Exhibit A.

4. ADMINISTRATIVE CONSIDERATION

Service Requestor understands that UCFRF does not have any employees, and that all personnel performing under this Agreement are employees or agents of UCF. As a result, and notwithstanding anything to the contrary hereunder, UCFRF shall be able to disclose confidential information, as described in this provision, to employees of UCF who have a legitimate need to know the confidential information.

5. INTELLECTUAL PROPERTY

5.1 Service Requestor hereby provides UCFRF a non-exclusive, royalty-free, fully paid-up license to use any materials Service Requestor provides to UCFRF. UCFRF shall not use such materials in any manner other than for the provision of the Services.

5.2 Service Requestor will receive title to any data or test results generated. Title to all other intellectual property including, without limitation, any inventions and discoveries conceived or first reduced to practice, all computer software, works, and material developed in the course of performance of the Services, whether or not protectable by patent, trade secret or copyright shall be owned by UCFRF.

5.3 Notwithstanding any other provision of this Agreement to the contrary, UCFRF and UCF reserve an irrevocable, non-exclusive, royalty-free, nontransferable license to make and use the intellectual property, data, and test results generated hereunder for educational and research and development activities practiced by UCFRF and UCF.

6. PUBLICATION

Any research or research results generated in conjunction herewith shall be subject to unrestricted publication or dissemination provided that such publication or dissemination will not compromise the ability to file for patent protection or inadvertently divulge proprietary information of a Party.

7. NO REPRESENTATIONS AND WARRANTIES

UCFRF IS A 501(C) (3) NON-PROFIT DIRECT SUPPORT ORGANIZATION OF UCF. UCFRF AND UCF MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICES PERFORMED UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY SERVICES OR INTELLECTUAL PROPERTY PROVIDED OR DEVELOPED BY UCFRF UNDER THIS AGREEMENT WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY RIGHTS. UCFRF AND UCF MAKE NO REPRESENTATION AS TO THE USEFULNESS OF ANY SERVICE DELIVERABLE OR INTELLECTUAL PROPERTY. IF SERVICE REQUESTOR CHOOSES TO EXPLOIT SERVICE DELIVERABLES OR INTELLECTUAL PROPERTY IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK.

8. LIMITATION OF DAMAGES

In no event shall UCFRF, UCF or Service Requestor be responsible for any indirect damages, incidental damages, consequential damages, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, any materials or information provided by any Party to any other Party, and regardless of whether it was advised or had reason to know of the possibility of incurring such damages in advance. The foregoing limitation of liability will survive any termination of this Agreement and will apply without regard to any other provision of this Agreement which may have been breached or have been proven ineffective.

9. ASSUMPTION OF RISK

9.1 UCFRF and UCF expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability beyond any statutory waiver. The Parties acknowledge and agree that UCFRF is a direct support organization acting on behalf of and as an instrumentality of UCF and that the cap on the amount and liability of UCFRF and UCF for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the lesser of the (i) dollar amount set by the legislature for tort in Section 768.28, Florida Statutes or (ii) policy limits of UCFRF's insurance coverage. Service Requestor agrees, at its sole expense, to defend, indemnify and hold harmless UCFRF and UCF and their respective officers, employees, servants, and agents, and the UCF Board of Trustees from and against any and all suits, claims, demands, penalties, fines, charges, causes of action, damages, losses, liabilities, costs and expenses (including without limitation attorneys' fees) arising from or related to intellectual property infringement for content provided by Service Requestor under this Agreement or for any action or inaction taken by Service Requestor under this Agreement.

9.2 Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its officers, employees, servants, and agents thereof while acting within the scope of their employment.

10. TERMINATION

10.1 Either Party may terminate this Agreement for any reason upon thirty (30) days written notice to the other.

10.2 Service Requestor will pay UCFRF any costs or non-cancellable obligations which have accrued or been encumbered up to the actual date of termination and Service Requestor will not be relieved of the obligation to pay those costs because of a termination hereunder.

11. CONFIDENTIAL INFORMATION

Should it be necessary for either Party to disclose confidential information to the other, the Parties will first execute a confidentiality agreement.

12. EQUIPMENT

UCFRF will be accountable for and hold title to all equipment purchased under this Agreement and will be responsible for employing it for the overall purpose of the project. UCFRF agrees to maintain sufficient records to enable Service Requestor to fulfill its accountability. Each Party will be accountable for and keep title to all equipment it owns and utilizes under this Agreement.

13. NON-USE OF NAMES

Neither Party may use each other's name or trademarks in any promotion, statement, advertisement, press release or communications to the general public or any third party without each other's express written consent. Any proposed public statement, advertisement, press release or communications by either Party shall be submitted to the other Party for its review and written approval at least thirty (30) days prior to the planned dissemination or publication, unless otherwise required. However, nothing shall prohibit either Party from complying with Florida Statutes 1004.22(2) regarding sponsored research activities.

14. EXPORT CONTROL

Each Party acknowledges that it is subject to and agrees to abide by the United States laws and regulations controlling the export or transfer of information, technical data, software, items, materials, mockups/prototypes, biological materials and other items (including the Arms Export Control Act ("AECA"), as amended and enumerated in the International Traffic Arms Regulations ("ITAR") 22 CFR Parts 123-130, and the Export Administration Act ("EAA") of 1979 enumerated in the Export Administration Regulations ("EAR") 15 CFR Parts 300-799. The transfer of such items and technical data may require a license from the cognizant agency of the U.S. Government or written assurances by Service Requestor that it shall not export such items to certain foreign countries and/or foreign persons without prior approval of the cognizant agency. UCFRF neither represents that a license is or is not required or that, if required, it shall be issued.

15. NOTICES

All notices and other communication given under this Agreement shall be addressed or sent via electronic mail to the address set forth below unless by a previous notice a different person or address has been designated.

UCFRF Contractual Contact:
University of Central Florida Research Foundation, Inc.
3100 Technology Parkway, Ste 201
Orlando, Florida 32826-32

Attn: Denisha Pierre
Email: denisha.pierre@ucf.edu

Service Requestor Contractual Contact:
City of Kissimmee Economic Development Dept
101 Church Street, Ste 550
Kissimmee, FL 34741

Attn: Suzanne Negron
Email: Suzanne.Negron@kissimmee.gov

UCFRF Technical Contact:
National Entrepreneur Center
3201 E. Colonial Drive, Suite A20
Orlando, FL 32803
Attn: Belinda Kirkegard
Email: Belinda@nationalec.org

Service Requestor Technical Contact:
City of Kissimmee
Economic Development Department
101 Church Street, Ste 550
Attn: David Rodriguez
Email: David.Rodriguez@kissimmee.gov

16. MISCELLANEOUS

16.1 This Agreement will be governed by the laws of the State of Florida and the United States. Any dispute between the Parties concerning this Agreement shall be decided in a court of competent jurisdiction of the Parties and the subject matter hereof in Orange County, Florida. The Parties specifically waive the right to any other jurisdiction and venue, and the defense based on inconvenient forum.

16.2 The Parties to this Agreement are and will remain independent contractors and nothing herein will be construed to create a partnership, agency or joint venture between us. Neither Party shall have any authority to bind the other or the other's representatives in any way and shall not represent to any third party that it has such authority.

16.3 No default, delay, or failure to perform on the part of either Party shall be considered a default, delay, or failure to perform hereunder, if such default, delay, or failure to perform is due to causes beyond either Party's reasonable control including, but not limited to, strike, lockouts, or inactions of governmental authorities; epidemic; pandemic; war; embargoes; fire; earthquake; acts of God; or default of a common carrier. In the event of such default, delay, or failure to perform, any date or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

16.4 The Parties understand and agree that a Party may suffer irreparable harm in the event of breach of any of the obligations under this Agreement and that monetary damages may be inadequate to compensate for such breach. Accordingly, the Parties agree that, in the event of a breach, or threatened breach by a Party, of any of the provisions of this Agreement a Party, in addition to any other available rights, remedies or damages, shall be entitled to seek a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by the Party, or its employees, servants, agents and any and all persons directly or indirectly acting for the Party.

16.5 Neither Party may assign or transfer its rights and remedies nor transfer its

obligations or subcontract for any of the Services to be performed under this Agreement, in whole or part, without the prior written consent of the other Party. This Agreement is binding upon the Parties and their permitted successors and assigns.

16.6 No waiver or delay by either Party to exercise any right or remedy of any breach of any provision hereof will constitute a waiver of any other breach of that provision or of any other provision hereof.

16.7 If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall not be affected or impaired but shall remain in full force and effect.

16.8 Each Party represents that it has the right, power, and authority to enter into this Agreement and that it shall comply with applicable state and federal laws in its performance hereunder.

16.9 Modifications to this Agreement may be made in writing signed by authorized signatories of both Parties.

16.10 This Agreement consists of the following parts and constitutes the entire Agreement of the parties with respect to the subject matter hereof. Any other agreement, written or oral, is hereby superseded.

a. Articles 1-16
b. Exhibit A – Scope of Work and Deliverables

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date set forth below.

University of Central Florida Research Foundation, Inc.		City of Kissimmee
By:		By:
Name	Amanda Coveney	Name
Title	Associate Director	Title
Date	9/4/2025	Date _____

V.6.6.25

EXHIBIT A – SCOPE OF WORK AND DELIVERABLES

City of Kissimmee
Proposed Funding Amount:
$10,000

Funding Term:	Funding Period:
One Year	10/01/2025 – 09/30/2026

Breakdown of Fund Utilization

	Program / Initiative	Proposed Scope of Work	Funding Amount
1.	BIZLINK Orange & CFL International Trade Office Workshops	• Conduct (1) educational workshop on how entrepreneurs/small business owners can utilize the CFL BizLink platform to start and grow a business. • Provide personalized action plans to business owners via CFL Bizlink as requested. • Provide international trade support related to import & export activities to Kissimmee businesses. • Annual City of Kissimmee Export Report presentation to the Board of County Commissioners upon request.	$5,000
2.	Educational Business Programming	• Provide (2) educational programs to the City of Kissimmee businesses. Topics could include but are not limited to: Business Model Canvas, Funding your business, Growth Strategies, Business Certification.	$4,000
3.	UCF Sponsored Research	Required 10% for UCF Sponsored Research	$1,000

Proposal Requirements	
	1. *To conduct seminars for entrepreneurs we will need assistance from the City of Kissimmee, to provide training room/classroom space.* 2. *NEC would ask for support to enhance our marketing for workshops any City of Kissimmee communication methods available.* 3. *NEC's final report will be submitted to the City's Economic Development Department within 2 weeks after close of contracting period.*

ITEM 8.E
Amendment to the Economic Development Incentives

Request

Request to approve an amendment to the Economic Development incentives offered by the City of Kissimmee to target industry enterprises seeking to expand or relocate in the city, including the Medical Arts District (MAD) incentives, and the Aerospace Advancement Initiative incentives.

Explanation

The City of Kissimmee is committed to strengthening its position as a premier business destination in Central Florida. While our community already offers a strategic location, a skilled workforce, and a high quality of life, it is essential that we continually evaluate and adjust our business incentives to remain competitive in an evolving regional marketplace. Target industry enterprises exploring relocation or expansion opportunities often compare multiple jurisdictions, and incentives play a critical role in their decision-making process. By amending our incentive programs to better align with industry standards and regional benchmarks, Kissimmee can more effectively compete for high-value projects that bring quality jobs, capital investment, and long-term economic growth.

Enhancing our incentive offerings will not only improve Kissimmee's ability to attract businesses within our targeted industries—such as aviation/aerospace, advanced manufacturing, healthcare, and technology—but also reinforce our reputation as a city that is open for business.

The City seeks to accomplish the following objectives:

1. Regional Competitiveness – Align Kissimmee's incentive offerings with those provided by neighboring jurisdictions to ensure that the City can effectively compete for targeted industry projects considering relocation or expansion within Central Florida.

2. Performance-Based Structure – Transition incentives toward a performance-based framework, whereby benefits are disbursed only after companies have met established benchmarks, such as completing their capital investments and creating new jobs. This approach ensures accountability and maximizes the return on public investment.

3. Budget Certainty – Structure incentives in a way that provides greater predictability regarding the City's financial commitments. By tying incentives to measurable outcomes and defined thresholds, the City can more accurately forecast its obligations and safeguard fiscal stability.
These adjustments will position the City of Kissimmee to attract high-quality investment, support job creation, and responsibly manage public resources while enhancing its long-term competitiveness as a business destination.

Recommendation

Approval of amendments to the Economic Development incentives offered by the City of Kissimmee to target industry enterprises seeking to expand or relocate in the city.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: David Rodriguez

Attachment(s):

1. Summary of incentives_Actual vs Proposed 10.1

Medical Arts District Incentives

CURRENT	PROPOSED
Building Permit Fee Reimbursement: No Max Offer eligible companies a 10% reimbursement in the fees paid to the City during the planning review process.	**Building Permit Fee Reimbursement: Up to $20,000** Offer eligible companies a 25% reimbursement in the fees paid to the City during construction.
Development Review Fee Deduction: Up to $25,000 This incentive will offer eligible companies a 25% percent reimbursement for the building permit fees they've paid specifically to the City of Kissimmee during project construction.	**Development Review Fee Reimbursement: Up to $5,000** This incentive will offer eligible companies a 25% percent reimbursement for the Development Review Fees they have specifically paid to the city of Kissimmee including, but not limited to, Site Plan Review, Site Construction Plan Review, Plat Process, and Variances.
Hire Local Grant: Up to $25,000 This incentive is only eligible to for-profit QTI companies. This incentive offers eligible companies $5,000 towards the hiring of individuals that reside within the Medical Arts District or within a half mile radius of the Medical Arts District boundaries, or participants in a City-sponsored workforce training program. Companies are eligible to hire up to five (5) employees utilizing this grant, with a maximum allocation of $25,000 per company. Employees must remain on the payroll for a minimum of one year.	**Job Creation Bonus** The City of Kissimmee may offer a Job Creation Bonus (JCB) up to $3,000 per job to stimulate the creation and/or retention of high wage jobs within the Kissimmee Medical Arts District. This JCB is tiered, from $1,000 per job to $3,000 per job, based on annual average wage, as follows: 115% to 124% of County AAW: $1,000 per net-new (or retained) job 125% to 149% of County AAW: $1,500 per net-new (or retained) job 150% to 199% of County AAW: $2,000 per net-new (or retained) job 200% or above: $3,000 per net-new (or retained) job
Medical Equipment Grants: Up to $25,000 Offer eligible companies a grant of 25% reimbursement for costs associated with the purchasing of aerospace or operational equipment used in their office.	**Medical Equipment Grants: Up to $50,000** Offer eligible companies a grant of 50% reimbursement for costs associated with the purchasing of medical or operational equipment used in their office.
~~**TV Commercial Production: No Max**~~ ~~This incentive will offer eligible companies the opportunity to have a 30 second to 60 second commercial created by Access Osceola TV. Company MUST have a contract for the airing of commercials with a television station in the Central Florida market. Commercial shall include office location information and reflect "within Kissimmee Medical Arts District" or the district's logo.~~	Remove

Any combination of incentives offered to the project will be limited to a dollar amount equal to 10% of the CapEx in the project. For example, if the proposed CapEx in the project is $20,000,000, all incentives combined (including Fee reimbursements, job creation bonus, equipment grants, etc) will be capped at $2,000,000.

Aerospace Advancement Initiative

CURRENT	PROPOSED
Building Permit Fee Reimbursement Offers eligible companies a 25% reimbursement for the building permit fees they have paid specifically to the City of Kissimmee during project construction.	**Building Permit Fee Reimbursement: Up to $20,000** Offer eligible companies a 25% reimbursement in the fees paid to the City during construction.
Development Review Fee Reimbursement Offer eligible companies a 10% reimbursement in the fees paid to the City during the planning review process.	**Development Review Fee Reimbursement: Up to $5,000** This incentive will offer eligible companies a 25% percent reimbursement for the Development Review Fees they have specifically paid to the city of Kissimmee including, but not limited to, Site Plan Review, Site Construction Plan Review, Plat Process, and Variances.
Equipment Grant Offer eligible companies a grant of 25% reimbursement for costs associated with the purchasing of aerospace or operational equipment used in their office.	**Aviation/Aerospace Equipment Grant: Up to $50,000** Offer eligible companies a grant of 50% reimbursement for costs associated with the purchasing of aviation/aerospace or operational equipment used on premises.
Hire Local Grant: Up to $25,000 This incentive is only eligible to for-profit QTI companies. This incentive offers eligible companies $5,000 towards the hiring of individuals that reside within the Medical Arts District or within a half mile radius of the Medical Arts District boundaries, or participants in a City-sponsored workforce training program. Companies are eligible to hire up to five (5) employees utilizing this grant, with a maximum allocation of $25,000 per company. Employees must remain on the payroll for a minimum of one year.	**Job Creation Bonus** The City of Kissimmee may offer a Job Creation Bonus (JCB) up to $3,000 per job to stimulate the creation and/or retention of high wage jobs within the Kissimmee Gateway Airport. This JCB is tiered, from $1,000 per job to $3,000 per job, based on annual average wage, as follows: 115% to 124% of County AAW: $1,000 per net-new (or retained) job 125% to 149% of County AAW: $1,500 per net-new (or retained) job 150% to 199% of County AAW: $2,000 per net-new (or retained) job 200% or above: $3,000 per net-new (or retained) job
~~**Building Life Safety-American Disabilities Act (ADA) Rebate**~~ ~~Provides companies with a $25,000 rebate for work to perform ADA or Life Safety upgrades to their facilities.~~	Remove
~~**Chamber of Commerce Membership**~~ ~~As part of a partnership with the Osceola/Kissimmee Chamber of Commerce, the City will offer eligible companies a 1-year Chamber membership.~~	Remove
~~**TV Commercial Creation**~~ ~~Offers eligible companies the opportunity to have a 30 to 60 seconds commercial created by the City's Communications and Public Affairs Office.~~	Remove

Any combination of incentives offered to the project will be limited to a dollar amount equal to 10% of the CapEx in the project. For example, if the proposed CapEx in the project is $20,000,000, all incentives combined (including Fee reimbursements, job creation bonus, equipment grants, etc) will be capped at $2,000,000.

City of Kissimmee Incentives

For Qualified Target Industry projects located within city limits. The City may choose to include any incentive in this list to its value proposition for projects within the **Medical Arts District** or the **Kissimmee Gateway Airport**.

CURRENT	PROPOSED
	Job Creation Bonus (JCB) The City of Kissimmee may offer a Job Creation Bonus (JCB) up to $3,000 per job to Qualified Targeted Industries to stimulate the creation and/or retention of high wage jobs in the City. This JCB is tiered, from $1,000 per job to $3,000 per job, based on annual average wage, as follows: 115% to 124% of County AAW: $1,000 per net-new (or retained) job 125% to 149% of County AAW: $1,500 per net-new (or retained) job 150% to 199% of County AAW: $2,000 per net-new (or retained) job 200% or above: $3,000 per net-new (or retained) job
	Ad Valorem Property Tax Refund The City may offer a property tax (ad valorem) refund to Qualified Targeted Industries to stimulate the creation and/or retention of high wage jobs. Through this incentive, the City may refund up to 25% of the property taxes (ad valorem) paid by the company on the value added to real property or new business personal property, for a period of up to 10 years. The ad valorem property tax eligible for refund is the portion of the taxes assessed by the city, not the entire tax bill. All applications go through an approval process. Specific levels of refund will be determined by the size, scope and location of the project. This is a discretionary incentive, offered to projects on a case-by-case basis.
	Building Permit Fee Reimbursement: Up to $20,000 Offer eligible companies a 25% reimbursement in the fees paid to the City during construction.
	Development Review Fee Reimbursement: Up to $5,000 This incentive will offer eligible companies a 25% percent reimbursement for the Development Review Fees they have specifically paid to the city of Kissimmee including, but not limited to, Site Plan Review, Site Construction Plan Review, Plat Process, and Variances.

5 Day Fast Track Permitting: No Max A formal process of a 5-day fast track building permit program has been created for eligible Economic Development projects.	**Fast Track Permitting** A coordinated effort through all permitting departments to expedite the review of all City permits on complete submissions. This process often includes a dedicated team for Fire, Building, Engineering, and any other discipline necessary to ensure the timely progression of construction along with pre-application meeting (and follow up meetings, as needed)
Brownfield Building Permit Fee Waiver: No Max Under the City's adopted Brownfield Resolution, the City will waive Building Review and Building Permit Fee's for eligible companies located within the Kissimmee designated Brownfield Area.	**Brownfield Building Permit Fee Reimbursement: Up to $50,000** Under the City's adopted Brownfield Resolution, the City will reimburse 50% of Building Review and Building Permit Fee's for eligible companies located within the Kissimmee designated Brownfield Area.
~~**Demolition Services Incentive (Blight Removal): No Max**~~ ~~Incentive is meant to encourage the development of new facilities along major City corridors and preferred areas of redevelopment.~~	Remove
~~**Kissimmee Mobility Fee Exemption: No Max**~~ ~~QTI eligible companies are exempt from City of Kissimmee Mobility Fees (a.k.a. Transportation Impact Fees).~~	Remove
~~**Kissimmee Utility Authority Commercial Line Extension Fee Waiver: Up to $10,000**~~ ~~Local and State QTI companies or projects are eligible for this commercial line extension fee waiver.~~	Remove
~~**Toho Water Authority 20% Water Impact Fee Credit: No Max**~~ ~~Program was designed to encourage new developments or building renovations to apply water conservation features. Eligible applicants can earn 20% credit on their water impact fees~~	Remove
~~**Toho Water Authority 10 Year Financing of Water & Sewer Impact Fees: No Max**~~ ~~This program was designed to help offset new start-up business costs. 20- year financing may soon also be an option for applicants.~~	Remove

~~**ADA or Life Safety Building Retrofit Rebate: Up to $25,000**~~ ~~Qualified Targeted Industries (QTI) eligible companies are provided a rebate of no more than $25,000 towards the retrofitting of a newly purchased building for the purpose of upgrading the facility to meet current building codes for ADA or Life safety standards.~~	Remove
Any combination of incentives offered to a project will be limited to a dollar amount equal to 10% of the CapEx in the project. For example, if the proposed CapEx in the project is $20,000,000, all incentives combined (including Fee reimbursements, job creation bonus, equipment grants, etc) will be capped at $2,000,000.	

ITEM 8.F
Legislative Priorities 2025-2026

Request

Discussion and approval of the proposed Legislative Priorities 2025-2026

Explanation

Each year, the City Commission approves the Legislative Agenda for the upcoming session. This agenda will outline the priorities for the City's lobbying team at the state and federal level. While the proposed priorities are attached, the list may be amended based on the activities and/or actions potentially impacting Kissimmee.

The attached priorities have been identified as projects in need of funding or legislative support.

Recommendation

Staff recommends approval of the proposed legislative priorities.

REQUESTED CITY COMMISSION ACTION:

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Legislative_Priorities_2026 Summary

LEGISLATIVE PRIORITIES
2025

Police Evidence Room Construction Project

The estimated construction cost is $4.7 million
City Funded (Match): $3,950,000
State Funding Request: $750,000

Berlinsky House Community Center

The Berlinsky House Community Center is a significant community asset and is needed of additional funding to complete the construction of this resource.

Total estimated construction cost is $4,000,000
City Funded: $3,500,000
State Funding Request: $500,000

North Kissimmee Stormwater Improvements

The total cost of the stormwater mitigation and improvement project will be approximately $1,075,000.

Stormwater Study and Design: $175,000 (Funded)
Estimated Project Construction Costs: $900,000

City Funded for Construction: $400,000
Funding Request: $500,000

DRAFT

LEGISLATIVE SUPPORT

Property Tax Reform

Proposed property tax reforms are being proposed that pose significant risks to the stability of local government revenue and the ability to provide essential public services such as public safety, infrastructure, and affordable housing. While intended to provide tax relief for some property owners, these changes could create inequities in the tax structure, shift burdens to other taxpayers, and undermine long-term financial planning..

Kissimmee Gateway Airpark Infrastructure Improvements (STATE)

Legislative support is requested for the following projects through the Florida Jobs Growth Grants.

A. Business Airpark South- Infrastructure Improvements

Approximately 163± acres make up the Southwest Quadrant of Kissimmee Gateway Airport (ISM). This property previously operated as a Golf Course, has the potential to become the epicenter of industrial development within the city limits.

B. Business Airpark North- Infrastructure Improvements

Approximately 10-acre site on the north side of MLK Jr Blvd requires infrastructure improvements to support existing aviation businesses, including the construction of an aviation training center and student housing. Upgrades to KUA and TWA utility services are essential for this corridor.

Cyber Security Funding (STATE)

Continued funding will ensure local governments have security measures and infrastructure in place to prevent threats that could negatively impact government operations.

FDOT Aviation Funding (STATE)

Continued support to fund the Aviation Work Program State Funding for the Airport Development Grant Program at current/historical levels.

Lake Tohopekaliga Water Quality Improvements (STATE AND FEDERAL)

The City is requesting state and federal continued support with the treatment of invasive species and removal of organic material (muck) buildup in Lake and on-going assistance is critical to regain and and maintain vital water storage capacity and preserve water quality while assuring the fiscal vitality of Kissimmee's quality of life.

Kissimmee Gateway Airport Tower (FEDERAL)

The city is requesting construction funding for a new control tower. Replacement of the existing tower is necessary to meet the Federal Aviation Authority (FAA) criteria regarding the need to increase the tower height and upgrade equipment. The construction estimates for the project total $16M.

ITEM 8.G
Commission Travel Authorization

Request

Approval of Commission travel request and any associated costs, such as hotel accommodations, travel expenses, meals and mileage, in accordance with the City Commission policy.

Explanation

The Federation of Mayors of Puerto Rico has extended an official invitation to the City of Kissimmee, specifically Mayor Jackie Espinosa, Commissioner Noel Ortiz, and the City Manager, to participate in the Puerto Rico Mayors Summit 2025. This three-day forum will convene mayors, municipal officials, legislators, and private sector partners to share best practices, strengthen municipal management, and explore collaborative opportunities.

The Summit offers a series of workshops, conferences, and panel discussions addressing key issues in municipal administration, including recovery from disasters, municipal finance, ethics and transparency, crisis communications, and federal funding opportunities. The event will take place October 31 - November 2, 2025.

Recommendation

Approval of travel requests and any associated costs, such as hotel accommodations, travel expenses, meals and mileage.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Puerto Rico Mayors Summit 2025 10.31.25_11.02.2025
2. Letter of Invitation to Mike Steigerwald_Puerto Rico Mayors Summit 2025
3. Letter of Invitation to Noel Ortiz



EL CONQUISTADOR
RESORT

Puerto Rico MAYORS SUMMIT 2025

Hon. Gabriel "Gaby" Hernández | Presidente

Fajardo, PR | **31 Octubre 1 y 2 Noviembre**

FEDERACIÓN DE ALCALDES DE PUERTO RICO, INC

POWERED BY GRANICUS

Fajardo, PR

31 Octubre
1 y 2 Noviembre

EL CONQUISTADOR RESORT

Tarifas de Estadía

Ocupación doble
Máx. 4 personas por habitación

$249.00 p/n

Regristration Fee

$275.00 Registration Fee

$175.00 Family Fee **$100.00** Menor de 16 años



Suplemento del Evento

Aproveche la oportunidad de destacar su marca en la revista oficial del evento:

- **Página completa |** *$2,000.00*
- **Media página |** *$1,000.00*
- **1/4 de página |** *$600.00*



Puerto Rico MAYORS SUMMIT 2025

El Puerto Rico Mayors Summit 2025 es un espacio de encuentro, diálogo y aprendizaje que reúne a los alcaldes y alcaldesas federados, legisladores municipales, funcionarios municipales y representantes del sector privado con el propósito de fortalecer la gestión municipal y promover juntos un mejor futuro para Puerto Rico.

Este evento se ha consolidado como un foro de educación continua, donde no solo los alcaldes, sino también sus equipos de trabajo tienen acceso a talleres, conferencias y mesas de discusión que aportan conocimientos, herramientas y estrategias innovadoras para atender los retos de la administración pública municipal.

Desde nuestros gobiernos municipales somos los primeros en responder a las necesidades de nuestra gente y los responsables de impulsar proyectos que promuevan el desarrollo económico, social y cultural de cada pueblo. Por eso, el Puerto Rico Mayors Summit 2025 es vital: nos permite compartir mejores prácticas, establecer alianzas estratégicas y fomentar un diálogo constructivo que fortalece la gestión municipal.

Estoy convencido de que cada experiencia y cada aprendizaje que aquí se comparta contribuirá a que, juntos, sigamos construyendo un Puerto Rico más fuerte y resiliente.

Para registrarse en los foros educativos pueden acceder a www.prmayors.com.

HON. GABRIEL "GABY" HERNÁNDEZ
Presidente

@fedalcaldes

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Itinerario Puerto Rico Mayors Summit
Viernes, 31 de octubre al 2 de noviembre de 2025
Hotel El Conquistador
1000 Conquistador Avenue
Fajardo P.R. 00738

Viernes, 31 de octubre de 2025

Transmisión en vivo de NOTI-UNO
630 AM - 1280 AM - 760 AM - 94.3 FM

HORA	PROGRAMA	CONDUCTOR
6:00 AM – 8:00 AM	Normando en la Mañana	- Normando Valentín Periodista
8:00 AM - 9:00 AM	Programa A Palo Limpio	- Iván Rivera - Lcdo. Ramón Rosario
9:00 AM-10:00 AM	Sin Miedo	- Hon. Carmelo Ríos Senador de Distrito de Bayamón - Alex Delgado Director de Noticias - Hon. Alejandro García Padilla Exgobernador de Puerto Rico

*Esta es una agenda preliminar, la misma está sujeta a cambios

10:00 AM-11:00 AM	Pelota Dura	- Ferdinand Pérez
12:00 PM - 3:00 PM	La Escuelita	- Profesor Ángel Rosa
3:00 PM – 5:00 PM	En Caliente	- Carmen Jovet Periodista

Transmisión en vivo de WALO RADIO

1240 AM | Humacao

HORA	PROGRAMA	CONDUCTOR
8:00 AM – 10:00 AM	Programa Para El Récord	- Debra Feliciano Ledeé Periodista

Transmisión en vivo de WXEW Radio Victoria

840 AM | Yabucoa

HORA	PROGRAMA	CONDUCTOR
9:00 AM – 12:00 PM	Programa Ponte al Día	- Linda Michelle Periodista

**Esta es una agenda preliminar, la misma está sujeta a cambios*

Transmisión en vivo de WMDD Radio
1480 AM | Fajardo

HORA	PROGRAMA	CONDUCTOR
6:00 AM – 10:00 AM	Tu Mañana Caliente	- Josué Hernández - Likito Silva - Tommy Carrión Moderadores

Transmisión en vivo de WKAQ 580 AM
580 AM | 600 AM

HORA	PROGRAMA	CONDUCTOR
10:00 AM – 12:00 PM	La Entrevista de Frente con Rubén Sánchez	- Rubén Sánchez Periodista

8:00 am – 5:00 pm | Registro
Puerto Rico Mayors Summit 2025

Lobby principal

**Esta es una agenda preliminar, la misma está sujeta a cambios*

3:00 pm | **Registro de Habitaciones**
El Conquistador Resort

Lobby principal

Foro 1: Recuperación de Puerto Rico Luego de Desastres Naturales

Hora | 8:00 am – 10:30 am

Grand Atlantic Atrium
Salón | Icacos

Conferencia dirigida a: Personal Municipal a cargo de la recuperación luego de que ocurre un desastre natural en la isla, enfocado en los Municipios del Distrito Senatorial de Carolina, Humacao y Municipios con Alcaldes recién electos en enero de 2025.

Municipios convocados:

1. Fajardo
2. Culebra
3. Vieques
4. Canóvanas
5. Ceiba
6. Patillas
7. Maunabo
8. Las Piedras
9. Gurabo
10. San Lorenzo
11. Camuy
12. Aguas Buenas
13. Cidra
14. Villalba
15. Santa Isabel
16. Peñuelas

Panelistas:

- Lcdo. Francisco Domenech
  Secretario de la Gobernación
  Director Ejecutivo de la Autoridad de Asesoría Financiera y Asesoría Fiscal de Puerto Rico (AAFAF)

- Eduardo Soria Rivera
  Director Ejecutivo

*Esta es una agenda preliminar, la misma está sujeta a cambios

Puerto Rico MAYORS SUMMIT 2025

Hon. Gabriel "Gaby" Hernández, MPA
Presidente

oficina@fedalcaldes.com
(787) 919-7685 | 7686

September 20, 2025

Ms. Mike Steigerwald
City Manager
Kissimmee City Commission

Vía email: mike.steiggerwald@kissimmee.gov

Dear Ms. Steigerwald:

Please accept my cordial greetings from the members of the Federation of Mayors of Puerto Rico and myself. Our organization represents the 37 elected mayors of the New Progressive Party. As mayors, we are tasked with providing our top executives and their teams with the necessary tools related to municipal administration, as well as defending the municipal autonomy of each of them.

As President of the Federation of Mayors, I want to continue promoting training and capacity building in municipal affairs for our members and all administrative staff in each federated municipality. Therefore, we invite you to participate in our "Puerto Rico Mayor's Summit 2025," to be held on October 31st and November 1st and 2nd, 2025, at El Conquistador Resort in the municipality of Fajardo.

The Puerto Rico Mayor's Summit is a space for meetings, dialogue, and learning that brings together federal mayors, municipal legislators, municipal officials, and private sector representatives with the goal of strengthening municipal management and promoting a better future for Puerto Rico.

This event has established itself as a continuing education forum, where not only mayors but also their teams have access to workshops, conferences, and discussion panels that provide knowledge, tools, and innovative strategies to address the challenges of municipal public administration.

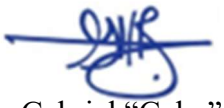
For this reason, the Puerto Rico Mayor's Summit 2025 is vital for each municipality as it allows for the sharing of best practices, the establishment of strategic alliances, and the fostering of constructive dialogue that strengthens municipal management. The conferences offered are

endorsed by the Office of Administration and Transformation of Human Resources of the Government of Puerto Rico (OATRH), and participants receive up to a total of ten (10) hours of continuing education in Government Ethics.

We cordially invite you to participate in this three-day summit. We thank you in advance for honoring us with your presence, and we are confident that every experience and lesson shared at this event will contribute to our continued building of a better Puerto Rico together.

For more information, please contact the Executive Director of the Federation of Mayors, Mr. Ángel M. Morales Vázquez, by email at oficina@fedalcaldes.com or by phone at (787) 248-3934.

Cordially,



Gabriel "Gaby" Hernández, MPA
President

Puerto Rico MAYORS SUMMIT 2025

Hon. Gabriel "Gaby" Hernández, MPA
Presidente

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September 20, 2025

Ms. Noel Ortiz
Commissioner
Kissimmee City Commission

Vía email: noel.ortiz@kissimmee.gov

Dear Ms. Ortiz:

Please accept my cordial greetings from the members of the Federation of Mayors of Puerto Rico and myself. Our organization represents the 37 elected mayors of the New Progressive Party. As mayors, we are tasked with providing our top executives and their teams with the necessary tools related to municipal administration, as well as defending the municipal autonomy of each of them.

As President of the Federation of Mayors, I want to continue promoting training and capacity building in municipal affairs for our members and all administrative staff in each federated municipality. Therefore, we invite you to participate in our "Puerto Rico Mayor's Summit 2025," to be held on October 31st and November 1st and 2nd, 2025, at El Conquistador Resort in the municipality of Fajardo.

The Puerto Rico Mayor's Summit is a space for meetings, dialogue, and learning that brings together federal mayors, municipal legislators, municipal officials, and private sector representatives with the goal of strengthening municipal management and promoting a better future for Puerto Rico.

This event has established itself as a continuing education forum, where not only mayors but also their teams have access to workshops, conferences, and discussion panels that provide knowledge, tools, and innovative strategies to address the challenges of municipal public administration.

For this reason, the Puerto Rico Mayor's Summit 2025 is vital for each municipality as it allows for the sharing of best practices, the establishment of strategic alliances, and the fostering of constructive dialogue that strengthens municipal management. The conferences offered are endorsed by the Office of Administration and Transformation of Human Resources of the

Government of Puerto Rico (OATRH), and participants receive up to a total of ten (10) hours of continuing education in Government Ethics.

We cordially invite you to participate in this three-day summit. We thank you in advance for honoring us with your presence, and we are confident that every experience and lesson shared at this event will contribute to our continued building of a better Puerto Rico together.

For more information, please contact the Executive Director of the Federation of Mayors, Mr. Ángel M. Morales Vázquez, by email at oficina@fedalcaldes.com or by phone at (787) 248-3934.

Cordially,

Gabriel "Gaby" Hernández, MPA
President